

P. RANDOLPH FINCH JR., SBN 185004
EMAIL: pfinch@ftblaw.com
LOUIS J. BLUM, SBN 220941
EMAIL: lblum@ftblaw.com
CHAD T. WISHCHUK, SBN 214779
EMAIL: cwishchuk@ftblaw.com

FINCH, THORNTON & BAIRD, LLP

ATTORNEYS AT LAW
4747 EXECUTIVE DRIVE – SUITE 700
SAN DIEGO, CALIFORNIA 92121-3107
TELEPHONE: (858) 737-3100
FACSIMILE: (858) 737-3101

Attorneys for Defendant Shimmick Construction Company, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

ALAMEDA CORRIDOR EAST
CONSTRUCTION AUTHORITY;
CALLEGUAS MUNICIPAL WATER
DISTRICT;
CITY OF ANTIOCH;
CITY OF FOSTER CITY;
CITY OF FREMONT;
CITY OF OCEANSIDE-WATER
UTILITIES DEPARTMENT;
CITY OF RICHMOND;
CITY OF SAN DIEGO;
CITY OF SAN DIEGO PUBLIC
WORKS CONTRACTS;
CITY OF SAN DIEGO PUBLIC
WORKS DEPARTMENT;
IRVINE RANCH WATER DISTRICT 3;
KNIGHTS LANDING DRAINAGE
DISTRICT;
LOS ANGELES DEPARTMENT OF
WATER AND POWER;
ORANGE COUNTY SANITATION
DISTRICT;
ORANGE COUNTY WATER
DISTRICT;
PENINSULAR CORRIDOR JOINT
POWERS BOARD;
PORT OF LOS ANGELES-
CONSTRUCTION DIVISION;

CASE NO:

DECLARATION OF WENDY
BONNELL IN SUPPORT OF
SHIMMICK CONSTRUCTION
COMPANY, INC.'S NOTICE OF
REMOVAL OF THE ACTION

Complaint Filed: February 5, 2025
Trial Date: Not Set

1 SAN DIEGO UNIFIED PORT
2 DISTRICT;
3 SAN FRANCISCO BAY AREA RAPID
4 TRANSIT DISTRICT;
5 SAN FRANCISCO PUBLIC UTILITIES
6 COMMISSION;
7 SAN JOAQUIN AREA FLOOD
8 CONTROL AGENCY;
9 THE SONOMA-MARIN AREA RAIL
10 TRANSIT; AND
11 THE WATER REPLENISHMENT
12 DISTRICT OF SOUTHERN
13 CALIFORNIA,

14 *ex rel.* TRICO Pipes LMCC and
15 Nick Goodwin,

16 *Qui tam* Plaintiffs,

17 v.

18 SHIMMICK CONSTRUCTION CO.;
19 SHIMMICK CORP.,
20 AECOM;
21 AMENTUM ENVIRONMENT &
22 ENERGY, INC.;
23 VEOLIA WATER WEST OPERATING
24 SERVICES, INC.;
25 VEOLIA NORTH AMERICA, LLC;
26 DISNEY CONSTRUCTION, INC.;
27 SHIMMICK/DISNEY JOINT
28 VENTURE;
29 WEBCOR CONSTRUCTION, LP, DBA
30 WEBCOR BUILDERS;
31 OBAYASHI CORPORATION;
32 W.M. LYLES CO.;
33 WEBCOR OBAYASHI LYLES JOINT
34 VENTURE;
35 BERKSHIRE HATHAWAY
36 SPECIALTY INSURANCE CO.;
37 LIBERTY MUTUAL INSURANCE CO.;
38 FIDELITY AND DEPOSIT CO. OF
39 MARYLAND;

1 ZURICH AMERICAN INSURANCE
 2 CO.;
 3 HARTFORD FIRE INSURANCE CO.;
 4 FEDERAL INSURANCE CO.;
 5 VANESSA IRVING;
 6 ROSEBELLE DELONG;
 7 ROSA GONZALES; AND
 8 DOE DEFENDANTS 1-50,
 9
 10 Defendants.

11 I, Wendy Bonnell, declare as follows:

12 1. I am the Payroll Manager and custodian of records of defendant
 13 Shimmick Construction Company, Inc. ("Shimmick"). I make this Declaration in
 14 support of Shimmick's Notice of Removal of the Action.

15 2. Unless otherwise stated, I have personal knowledge of the facts
 16 stated below and, if called as a witness, I could and would testify to their
 17 accuracy. I am a duly authorized custodian of the records and documents
 18 attached to this declaration, and I have obtained these records from Shimmick's
 19 files. I am familiar with the manner and procedures by which the records and
 20 documents contained in Shimmick's files are prepared and maintained. Those
 21 documents and records are prepared or maintained by agents or employees of
 22 Shimmick in performance of their regular business duties. Those documents and
 23 records are made either by persons with knowledge of the matters they record or
 24 from information supplied by persons with such knowledge. It is Shimmick's
 25 regular business practice to maintain such documents and records in the normal
 26 course of its business. The documents attached to and referenced in this
 27 declaration are business records produced and maintained in this manner. The
 28 facts set forth in this declaration are based on my personal knowledge and on my
 review of Shimmick's files.

/ / / / /

/ / / / /

3. Attached as Exhibit 1 to this declaration is a true and correct copy of the Master Labor Agreement between Southern California General Contractors and The Southern California District Council of Laborers, dated 2012-2015.

4. Attached as Exhibit 2 to this declaration is a true and correct copy of the Southern California AGC/Laborers Master Agreement, dated 2015-2018.

5. Attached as Exhibit 3 to this declaration is a true and correct copy of the Southern California AGC/Laborers Master Agreement, dated 2018-2022.

6. Attached as Exhibit 4 to this declaration is a true and correct copy of the Northern California AGC/Laborers Master Agreement, dated 2014-2019.

7. Attached as Exhibit 5 to this declaration is a true and correct copy of the Northern California AGC/Laborers Master Agreement, dated 2018-2023.

8. Attached as Exhibit 6 to this declaration is a true and correct copy of Shimmick's Designation of Collective Bargaining Authority and Power of Attorney to the Associated General Contractors of California as the Collective Bargaining Representative with Southern California District Council of Laborers, The Laborers Master Labor Agreement, dated June 26, 2008.

9. Attached as Exhibit 7 to this declaration is a true and correct copy of Shimmick's Designation of Collective Bargaining Authority and Power of Attorney to the Associated General Contractors of California as the Collective Bargaining Representative with Laborers' Master Labor Agreement, dated June 26, 2008.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 2nd day of July 2025, at Suisun City, California.


WENDY BONNELL

2589.037/3T58711.aaf

INDEX OF EXHIBITS

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
Exhibit 1	Southern California AGC/Laborers Master Agreement, dated 2012-2015	6-62
Exhibit 2	Southern California AGC/Laborers Master Agreement, dated 2015-2018	63-127
Exhibit 3	Southern California AGC/Laborers Master Agreement, dated 2018-2022	128-192
Exhibit 4	Northern California AGC/Laborers Master Agreement, dated 2014-2019	193-248
Exhibit 5	Northern California AGC/Laborers Master Agreement, dated 2018-2023	249-324
Exhibit 6	Shimmick's Designation of Collective Bargaining Authority and Power of Attorney to the Associated General Contractors of California as the Collective Bargaining Representative with Southern California District Council of Laborers, The Laborers Master Labor Agreement, dated June 26, 2008	325-326
Exhibit 7	Shimmick's Designation of Collective Bargaining Authority and Power of Attorney to the Associated General Contractors of California as the Collective Bargaining Representative with Laborers' Master Labor Agreement, dated June 26, 2008	327-328

EXHIBIT 1

**2012-2015
Laborers
Agreement**

TABLE OF CONTENTS

Title	Article	Page
Apprenticeship	XXV	49
Breaks	XVI	31
Business Representatives	VII	24
Center For Contract Compliance	XXII	44
Classifications	VIII	26
Contract Administration Fund	XXI	44
Contributions to Trust Funds	Attachment No.1	54
Coverage	I	2
Davis-Bacon	XXIV	48
Definitions	I	2
Delinquencies	XXIII	45
Demolition Work	I	4
Dispatching Procedures	III	9
Drinking Water	XVII	32
Drug and Alcohol Abuse Prevention Program	XXVI	50
Emergencies	XVIII	35
Employee Rights	V	18
Equal Employment Opportunity	XIII	28
Foreman	XV	29
Foreman Wage Rate	XIX	39
Fund for Construction Industry Advancement	XX	44
General Provisions	I	2
General Saving Clause	XI	28
Grievances and Disputes, Procedure for Settlement	VI	22
Health and Welfare	XIX	38
Hiring Hall Provisions	III	9
Holidays	XVI	30
Jobsite Transportation	XVII	32
Jurisdictional Disputes	IV	17
Manhole Building	I	7
Material, Supplies, Equipment, Purchase of	V	20
Meal Periods	XVI	31
Other Agreements	X	27
Overtime, Rates	XIX	37
Overtime, Shift	XVIII	33
Owner-Operators	V	20
Parking	XVII	32
Payment of Wages	XVI	30
Pension Plan	XIX	38
Pre-job Conference	XIV	29

**2012-2015
Laborers
Agreement**

TABLE OF CONTENTS (Continued)

Title	Article	Page
Protective Clothing	XVIII	37
Repairs, Warranty	I	4
Reporting Time and Minimum Pay	XVIII	36
Residential Wages	XIX	43
Residential Work	Appendix A	52
Rest Periods	XVII	32
Safety	XVII	31
Shifts:		
Single	XVIII	33
Multiple	XVIII	33
Special	XVIII	34
Show-up Time	XVIII	36
Signing of Documents	XVII	32
Starting Times, Deviation	XVIII	33
Stewards	VII	24
Strikes, Lockouts, Jurisdictional Disputes	IV	17
Subcontracting	V	18
Subsistence	XVIII	35
Supplemental Dues	III	15
Term, Termination and Renewal	XII	28
Tide Work	XVIII	35
Training and Retraining Trust	XIX	39
Transfer of Employees	III	16
Union Recognition	II	9
Union Standards	V	18
Unit Work (other Agreements)	I	7
Vacation Plan	XIX	39
Wage Scales	XIX	40
Warranty, Repairs	I	4
Watchmen	XIX	43
Work Assignments	IV	18
Work Covered	I	2
Work Preservation	V	18
Working Rules	XVIII	33

MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA GENERAL CONTRACTORS

and

THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

This Agreement entered into this first day of July 2012, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association, and the Southern California Contractors Association, Inc., on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS; and, the Southern California District Council of Laborers affiliated with Laborers' International Union of North America, AFL-CIO, on behalf of itself and on behalf of its affiliated Local Unions which have jurisdiction over the work in the territory hereinafter described, all affiliated with the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations; hereinafter referred to as the UNION.

Purpose

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual Employers.

To effectively implement the foregoing, the parties to the Agreement hereby establish a Committee to meet quarterly composed of three (3) representatives appointed by the Southern California District Council of Laborers and three (3) representatives appointed by the Southern California General Contractors. This Committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual Employers covered by the Agreement. The Committee is authorized to recommend such changes as it deems to be in the best interest of the



**2012-2015
Laborers
Agreement
Page 2**

parties to the Agreement, which changes, if approved as set forth below, shall not be subject to Article X, Paragraphs A or B of the Agreement.

Approval of any change shall not be subject to Article IV or VI of the Agreement, and shall require a written agreement approved and executed by duly authorized representatives of the Southern California District Council of Laborers and the Southern California General Contractors.

This Committee shall be empowered to develop rules and procedures for its deliberations.

**ARTICLE I
General Provisions**

A. Definitions

1. The term "Contractor" or "Employer," as used herein, shall refer to an Employer party to or bound by this Agreement.
2. The term "Association," as used herein, shall refer to the Associations previously named and signatory to this Agreement.
3. The term "Union," as used herein, shall refer to the Southern California District Council of Laborers and its affiliated Local Unions which have jurisdiction over the work in the territory covered by this Agreement. The term "Local Union", as used herein, shall refer to a local Union affiliated with Southern California District Council of Laborers, which has jurisdiction over the work in the territory covered by the agreement.
4. The term "Workman" or "Workmen," as used herein, shall refer to a person, or persons, in the labor market who are not employed.
5. The term "Employee(s)" as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement.
6. The term "Superintendent" as used herein shall refer to an employee who does not work with the tools of the trade and who may supervise employees working at the trade.
7. All personal nouns and pronouns refer to the male and female gender.
8. The "Method of Delivery of Written Notices" required by this agreement shall be satisfied by one of the following means of delivery; email, fax, certified mail or regular mail.

B. Coverage

1. This Agreement shall apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this paragraph, employed to perform or performing any construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereafter in this Agreement in the area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island,



Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

2. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms or corporations who at the time of execution of this Agreement are, or during the term hereof become, eligible members of the Associations.
3. Each individual Contractor, whether corporate or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

The Union shall not dispatch workers or permit employees to work for a person, firm, limited liability company, partnership, joint venture or other legal entity who, as a "broker", or subcontractor, furnishes workers to perform work covered by this agreement, or who arranges for workers to be placed upon the payroll of a Contractor. A "broker" is a person, firm, limited liability company, partnership, joint venture or other legal entity, including a Contractor or Subcontractor, who hires or arranges for the hire of jobsite employees but does not supervise or control their work or maintain the equipment they use.

4. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations, irrespective of any similarity between this Agreement and any such other Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions hereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering existing and other Agreements.
5. This Agreement shall cover all work coming within the claimed jurisdiction of the Laborers' International Union of North America, including all work involved in laying and installation of pipe, to be performed at the jobsite as set forth in Article I of this Agreement.
 - (a) It shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work:
 - (b) Street and highway work, grading and paving, excavation of earth and rock, including non-destructive utility line location (hydrovac operations), grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, underground communication and conduit installation, fiberoptic installation, blowing, splicing, testing and related work for telephone, T.V. or other communication transmission through conduit, encasement of conduit by concrete, slurry or other materials, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.

**2012-2015
Laborers
Agreement**
Page 4

-
- (c) The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, weatherization, green energy work, geothermal, wind, water, solar energy installations and appurtenances thereto, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.
 - (d) All work involved in laying and installation of industrial pipe regardless of the material used or substance conveyed.
 - (e) All work involved in laying and installation of pipe both outside and within sewage filtration and water treatment plants, including, but not limited to, mechanical and pressurized pipe within.
 - (f) All work involved in laying and installation of landscaping irrigation pipe.
6. Repairing of power tools on the jobsite in connection with Laborers work. All work performed in the Contractor's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor for use on the project shall be subject to the terms and conditions of this Agreement.

C. Repairs

Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

D. Demolition

It is agreed that where demolition work is included under the terms of the job specifications of the General Contractor or Subcontractor such work, including the salvage of the material from the buildings to be demolished, as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale, shall be performed by a person, firm or corporation signatory to this Agreement.

- E. This Agreement shall cover all work coming within the claimed jurisdiction of the Laborers' International Union of North America, including all work involved in laying and installation of pipe, to be performed at the jobsite as set forth in Article I of this Agreement.
- E. Subject to the preceding paragraph, and subject to Paragraphs I and K of this Article, it is agreed that Laborers work shall include but not be limited to:

- 1. All work necessary to tend all other building trades craftsmen, including stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance and repair), cleanup of debris, grounds and
-

-
- buildings, the unloading of trucks and moving of equipment, material, furniture and cabinets on the jobsite, and all General Laborers' work. The hoisting of rods except when a derrick or outrigger operated by other than hand power is used is claimed as Laborers' work, also the erection and dismantling of scaffolding regardless of height.
2. All work in connection with excavation for building and other construction including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps.
 3. All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, patching, sandblasting, water blasting, mixing, handling, shoveling, rough-strike off of concrete, concrete that may be hand worked by any method or means, conveying, pouring, handling of the chute from readymix trucks, walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks, concrete pumps and similar type machines, grout pumps, nozzlemen, (including gunmen and potmen), vibrating, guniting and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work, cutting of concrete piles and filling of cracks by any method on any surface.
 4. Preparation, installation and application of epoxy, including the setting of dowels.
 5. All work in the excavation, grading, preparation, concreting, asphalt and mastic paving, paving, ramming, curbing, flagging, traffic control by any method, and laying of other stone materials, and surfacing of streets, ways, courts, underpasses, overpasses and bridges.
 6. All work in connection with the operation of spreader boxes, such as True-Lay, Rola Pavers and Laytons or similar type models, including but not limited to shoveling and shifting material and cleaning of boxes.
 7. All work in connection with the cutting of streets and ways for all purposes, including aligning by any method, digging of trenches, manholes, etc., handling and conveying of all materials for same; concrete of same; and the backfilling, grading and resurfacing of same.
 8. All work in connection with the construction of caissons, cofferdams, subways (except as covered by the Tunnel Master Labor Agreement), aqueducts, irrigation water lines, culverts, flood controls, and both metallic and non-metallic drains and sewers, any type of conduit, no-joint pipe, including the cribbing, lagging, bracing, sheeting and checking grade for pipe laying, trench jacking and handling of hand-guided lagging hammers on all open trenches and ditches.
 9. All work in connection with the shoring and under-pinning, including cutting, fitting, placing and raising, of all structures, soldier beams and sheet beams.
 10. All work in connection with drilling, all work of loading, placing and blasting of all powder and explosives of whatever type, regardless of the method used for such loading and placing. All power drills (whether core, diamond, wagon, track, multiple unit or other) and any and all types of mechanical drills without regard to motive power, size of drill bit, or self contained nature of the machine.
-

**2012-2015
Laborers
Agreement**
Page 6

-
11. All work in connection with horizontal directional drills, including operation of drill and electronic tracking device (locator). All helper work on water well drills.
 12. All work involved in the construction, replacement, alteration or modification of all rail lines, including salvage, demolition and take up, on main lines, siding, service lines or on any structures part of or appurtenant to such facilities, whether located on railroad, public or private property and rights of way of any sort.
 13. All signaling and rigging in connection with Laborers' work.
 14. All work in connection with the wrecking of buildings and structures as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale.
 15. All work in connection with the slinging, handling and placing of all riprap, rock and stone on highways, jetties, retaining walls or wherever used, wrecking yards and wrecking work on construction and/or razing sites.
 16. The operation of remote controlled robotic equipment in connection with Laborers' work.
 17. Mechanically stabilized earthen wall construction and installation.
 18. All work on precasting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.
 19. All stocking and distribution of drywall material after it has been delivered to the jobsite; general cleanup of drywall scrap, framing scrap, lathing scrap, roofing scrap, plastering scrap, electrical scrap and associated materials; jobsite distribution of all appliances, ranges and furniture as well as cleanup work associated therewith.
 20. The installation of all forms of fencing of any type or material including, but not limited to, chain link, V-mesh, rectangular and square mesh fabrics, revetments, wire netting and barb wire, baseball backstops, tennis courts, cribs, cages, window guards and safety screens, interior and exterior. All screens including panels of metal, fiberglass, glass or synthetic materials. Metal corrals, pens, runs or enclosures. Metal and wood guard rail, road markers and street signs. Post and cable or chain fences or barriers. Installation of recreational game equipment including swings, slides, climbing structure, basketball backstops, net post and bars. Installation of metal gates and mechanical operators. Balcony railings where wire mesh, metal or wood panels are involved. Flag poles and street subdivision identification sign posts. All post hole drilling or excavation and the driving of fence posts for the work described above. The loading, moving and unloading of fencing materials.
 21. Installation and cutting of pavers and paving stone.
 22. Operation of all small skid steer loaders.

- G.** Classifications listed in this Agreement which are not listed under this Section shall be included in the coverage and description of Laborers' work claimed just as though incorporated in full in this Article. This does not restrict the Laborers from performing other work.

**2012-2015
Laborers
Agreement**

Page 7

-
- H.** Any Contractor not signatory to both the Laborers' Tunnel Agreement and the Master Labor Agreement shall agree that whenever work is performed which is covered by the terms of the Laborers' Tunnel Master Agreement for the Eleven Southern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the individual Contractor.
- I.** It is agreed that work covered by the following agreements: Plaster Tenders, Brick Tenders, Tunnel, Guniting, Asbestos, Housemovers, Horizontal Directional Drill, Parking and Highway Improvement and Landscape are a part of the work description covered by this Agreement and are a part of the bargaining unit work covered by this Agreement for work in the Eleven Southern California Counties. To the extent that any work covered by such agreement is encompassed by any construction agreement being performed by or let to the Contractor, such other wages, hours and economic terms of employment shall be considered a part of this Agreement in the Eleven Southern California Counties by reference. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Article V shall be applicable to such work.
- J.** This Agreement shall not prevent the Contractor from negotiating or making agreements with the Laborers' Union for any work or classification not covered by this Agreement.
- K.** Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different materials, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto will be given preference for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new or different method or technology; and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement, regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material, or new or different method or technology.
- L.** Manhole building shall be performed by bargaining unit employees qualified to perform manhole building. The Contractor may subcontract such work to a licensed contractor whose bargaining unit employees shall perform such work. Such subcontract shall in all ways comply with the article of this Agreement dealing with subcontracting. Bargaining unit employees shall receive wages and benefits equivalent to or greater than those contained in this Agreement for unit employees performing such work. In either case the bargaining unit employees shall receive benefits for actual hours worked, as per Article XVIII, Paragraph M, of this Agreement.
- M.** Work involved in laying and installation of pipe which is covered by this Agreement shall include, but shall not be limited to:
1. All work incidental to the laying of pipe, the unloading, handling and distribution of all pipe, fittings, tools, materials, equipment and laser beam operation.
 2. Industrial pipe fitting in connection with Laborers' work.
 3. All inside pipe coating or lining by any method including joint finishing; pipe bursting.
 4. Welding, certified or otherwise, in connection with Laborers' work.
 5. Installation of low voltage automatic irrigation and lawn sprinkler systems, including but not
-



**2012-2015
Laborers
Agreement**
Page 8

limited to installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.

6. Installation of valve boxes, thrust blocks, both precast & poured in place, pipe hangers and supports incidental to installation of the entire piping system.
 7. Start-up testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Agreement.
 8. Any line inside a structure which provides water to work covered by this Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping.
 9. All piping for ornamental stream beds, waterways and swimming pools.
 10. All piping for sewers and drain lines and all preparation on the jobsite allied directly thereto, including fabrication, replacement, repair and service of such installations.
 11. All temporary irrigation and lawn sprinkler systems, all temporary water lines.
 12. All decorative landscaping, such as decorative pools, ponds, reflecting units, hand grade landscaped areas, finish grade, spread top soil, build mounds, trenching by normal methods, backfill trenches, seed lawns, lay sod, use of ground cover such as flatted materials, riprap, gravel & rock, crushed rock, pea gravel and all other landscapable ground covers, installation of header boards and mowing edges, soil preparation such as wood shavings, fertilizers (organic, chemical or synthetic), top dress ground cover areas with bark or any wood, residual or other specified top dressing.
- N.** All work in connection with the handling, control, removal, abatement, encapsulation or disposal of toxic waste. The work tasks shall include, but not be limited to, the erection, moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment used in the handling, control, removal or disposal of toxic waste; as well as the bagging, cartoning, crating, or otherwise packaging of materials for disposal.
- O.** All work in connection with traffic control, including but not limited to flagging, signaling, assisting in the moving and installation of barriers and barricades including k-rail, safety borders and all equipment; operation of pilot trucks.
- P.** All work in connection with geotechnical, toxic or hazardous waste, environmental remediation, environmental investigation, anode or cathodic protection drilling, including but not limited to helper, drilling crew foreman, operation of geotechnical or environmental drills and development equipment without regard to motive power, size of drill bit or gig, type or method of drilling or self contained nature of the machine. Drills include but are not limited to Central Mine Equipment (CME), Foremost, Geoprobe or other similar makes.
- Q.** Demolition and installation of artificial (synthetic) turf, tracks, playground surfaces and pathways, whether rubberized or of other material.
- R.** Assembly and installation of modular buildings in connection with laborers work.
- S.** Operation of all vehicles in connection with laborers work.
- T.** Installation of metal lockers and related work.

ARTICLE II

Union Recognition

- A. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foremen.

- B. The Union recognizes the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association, and the Southern California Contractors Association, Inc., as the sole and exclusive bargaining representatives for their respective eligible members, present and future, who are or who become bound by this Agreement and agree that during the term of this Agreement it will not negotiate or enter into any agreement with such individual members of the Associations relative to part or all of the subject matter covered by this Agreement.

- C. This Agreement shall be binding upon each and every eligible member of the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association, and the Southern California Contractors Association, Inc. with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association, and the Southern California Contractors Association, Inc. shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any eligible member shall resign or be suspended from any of the Associations prior to the expiration date of this Agreement and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement, provided, however, that as to such former or suspended members, the provisions of Article IV and Article VI shall not apply from the time when such member resigns or is suspended from any of the Associations. Such former or suspended member shall automatically be bound by all of the terms of the Laborers' Short-Form Agreement for the Construction Industry except that he may terminate the Short-Form Agreement by giving the appropriate Association and the Union at least sixty (60) days written notice prior to June 30, 2015 (or June 30 of any subsequent year if the Union fails to give notice in 2015) of his intent not to be bound by any new or renewed agreement. Thereafter the termination clause of the Short-Form Agreement shall apply. The Associations will advise the Union of any new or resigned or suspended members within thirty (30) days after admission to membership or change in membership status.

ARTICLE III

Dispatching Procedures, Hiring Hall Provisions

- A. In the employment of workmen for all work covered by this Agreement, the following provisions shall govern:
 - 1. Each Local Union shall establish and maintain an employment facility at which it shall establish and maintain an open and non-discriminatory employment list for the use of applicants for employment in the geographical area serviced by that employment facility.
 - 2. Applicants shall be registered on the employment list in the order of time and date of registra-



2012-2015
Laborers
Agreement
 Page 10

tion. There shall be five (5) groupings in the out-of-work list as hereinafter more particularly described.

3. Each applicant for employment shall be required to furnish such data, records, names of Employers, length of employment or other information as may be considered necessary to the operation of said employment lists and each applicant shall complete prior to registration such forms for recording such information as may be submitted to him. Applicants shall list any special skills which they may possess.
4. The Contractor shall first call the employment facility servicing the geographical area in which the project is located on which employees are needed and that employment facility shall immediately dispatch to the Contractor the number of qualified and competent applicants of the classifications needed and requested by the Contractor. The employment facility shall dispatch workmen strictly in accordance with the provisions of this Agreement.
5. It shall be the responsibility of the Contractor, when ordering men, to give the employment facility all of the pertinent information regarding the prospective employment.
6. (a) The employment facility will furnish in accordance with the request of the Contractor each such qualified and competent applicant from among those registered on said employment list to the Contractor by use of a written dispatch slip stating information pertinent to the prospective employment, in the order of preference stated below. The selection of applicants for dispatch to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The order of preference in the dispatch of applicants who are available for employment is as follows:

Group A: Applicants whom a Contractor requests by name who have been laid off or terminated from employment of the type covered by this Agreement in the area served by the employment facility within five (5) years before a request from the same Contractor or a joint venture of which one (1) or more members is a former employer, who laid off or terminated them provided they are available for employment. This provision shall also apply to individual Employers wishing to rehire employees of a joint venture of which the individual Employer was a member.

Group B: In addition to requests permitted in Group A, above, the Contractor may request for employment any person who has graduated from Apprentice to Journeyman status within the last twelve (12) months prior to the request and any person in Wage Classification Groups II, III, IV, and V who is registered on the out-of-work list out of order for any reason; provided, however, that a person requested under this section has worked at least three hundred (300) hours under this Agreement in the previous six (6) months in the area served by the Local Union employment facility, or has been available for work on the out of work list at least three hundred (300) hours (calculated at eight [8] hours per day) at the Local Union employment facility, or a combination of both totaling at least three hundred (300) hours. Under this section, working in the area served by the Local Union employment facility shall include a person dispatched to a Contractor in that area and then transferred by the Contractor to another area pursuant to the

transfer provisions contained in this Agreement. At no time shall any job contain more than fifty (50%) percent of persons requested under this section. Any Local Union, may at its option, permit a percentage of individual requests greater than fifty (50%) percent on any job.

Group C: Applicants whose names are entered on the employment list of the registration facility and who are available for employment and who have been employed in the type of work covered by this Agreement within the geographical jurisdiction of the Union, excluding San Diego County, for at least one hundred (100) hours within the preceding year. Workmen in Group C shall be referred on a first-in, first-out basis; that is, the first man registered in that group shall be the first man referred.

Group D: All other applicants whose names are entered on the employment list of the registration facility and who are available for employment. Workmen in Group D shall be referred on a first-in, first-out basis; that is, the first man registered in that group shall be the first man referred.

- (a) Apprentices: The Local Union, through the Joint Apprentice Committee, shall dispatch Apprentices from a separate list on a first-in, first-out basis; that is, the first person registered in that group shall be the first person referred; provided, however, a Contractor may request an Apprentice by name and such Apprentice shall be dispatched regardless of the Apprentice's placement on the list.
- (b) Expedited Dispatch Group: The Union recognizes the need of the Contractor to have the Union dispatch workers on an expedited basis to jobsites, and the Contractor recognizes the requirement for the Union to operate a fair hiring hall. Notwithstanding any other provision of this Article, if the Contractor contacts the Local Union after posted dispatch hours and requests workers to be dispatched to a jobsite within twenty-four (24) hours of the Contractors' call to the Local Union (and the Contractor does not request the worker by name pursuant to Group A and B, above), the Local Union shall dispatch the person nearest to the top of the out-of-work list who is present at the Local Union hiring hall and if no one is present, then the person nearest to the top of the out-of-work list who can be contacted by telephone. If the Local Union cannot contact a person by telephone after one telephone call, the Local Union shall call the next qualified person on the list. A person who is not present at the Local Union hiring hall or reachable by telephone for an Expedited Dispatch shall not be eliminated from the out-of-work list.
- (c) Notwithstanding the provisions of this Article, a worker shall be given preference in the order of dispatch under any of the following circumstances:
 - (i) A Contractor becomes newly bound to this Agreement and requests the dispatch of its existing employees at the time the Contractor becomes bound.
 - (ii) A Contractor agrees to sponsor an employee as a Journeyman Laborer who has not worked under any Laborers Union Agreement; provided



2012-2015
Laborers
Agreement
 Page 12

the Contractor agrees in writing that it intends to employ the worker on a full time basis. The Contractor shall send a letter to the Local Union to document its request.

- (iii) A worker is "stripped" from a non-union employer and is dispatched to a Contractor.
- (iv) A worker is a certified job steward and is dispatched to the job to act in such capacity.

At no time shall any job contain more than fifty percent (50%) of persons requested under subsection b, c and d, above. Any Local Union may, at its option, permit a percentage of individual requests greater than fifty percent (50%) on any job.

- (d) For Contractor requests by name pursuant to the provision of Article III, Section 6(a), Group A and B and Apprentices, above, the Contractor shall document the request in writing, dated, signed by an appropriate management representative, specifying whether the person is a rehire and names the job for which the referral is requested.
- (e) Available for employment shall mean persons eligible for referral and present at the hiring hall or present at their residence telephone (if the Local Union permits dispatching by telephone) during the Local Union's posted dispatch hours, and all persons eligible for referral and present at the hiring hall after posted dispatch hours, unless excused for the following reasons:
 - (i) When death occurs in the immediate family, from the date of death and not exceeding one (1) week after the date of burial; provided, however, that the applicant produces bona fide proof of such death.
 - (ii) Persons on jury duty, provided they produce bona fide proof they are serving on jury duty.
 - (iii) Persons temporarily serving in the U.S. Military Reserve, provided they produce bona fide proof of such service.
 - (iv) Required attendance at a Workers' Compensation hearing or other administrative or court hearing, provided they produce bona fide proof of their required attendance at such hearing.
 - (v) Any other reason stated in the Local Union's hiring hall rules.
- (f) Persons shall be eliminated from the registration list for the following reasons:
 - (i) Dispatched to a job, except that a person who is rejected by the Contractor fails to complete five (5) days of work (or such other period of time set forth in a Local Union's hiring hall rules) shall retain his/her position on the list. Upon request of the Contractor, no person who is rejected by the Contractor shall be dispatched again to the Contractor. Upon Local Union's request, the Contractor will confirm its request in

writing.

- (ii) Failure to accept the dispatch.
 - (iii) Unavailable for employment during posted dispatch hours.
 - (iv) Failure to report to a job to which the person was dispatched.
 - (v) Failure to register or attend roll call in accordance with the Local Union's rules.
 - (vi) Any other reason stated in the Local Union's hiring hall rules.
- (g) There is hereby established a Joint Referral Committee consisting of four (4) representatives of the Contractor and four (4) representatives of the Union. The establishment of the Committee is for the purpose of interpreting and enforcing all the terms and provisions of Article III, A. Any person having any disagreement with an applicant's placement or dispatch under Article III, A, shall submit his grievance to the Joint Referral Committee, by filing a written grievance with the Local Union stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance. The Joint Referral Committee shall have full power to adjust the grievance and its decision shall be final and binding upon the person submitting the grievance and all other parties involved in the dispute. In the event of deadlock of the Joint Referral Committee, the grievance shall be referred to the permanent hiring hall neutral arbitrator, whose decision shall be final and binding. The costs of arbitration shall be borne equally by the Employer and the Local Union involved in the dispute. Forms for the submission of any such grievance shall be available at all times in the offices of the Local Unions. Neither the Joint Referral Committee nor the permanent hiring hall neutral arbitrator has the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.
- (h) The parties agree that, at its option a Local Union may elect to delete Group D by posting written notice of such election at the place of dispatch.
- (i) When ordering workmen, the Contractor will give notice to the appropriate Local Union, or its Agents, not later than 2:30 P.M. of the day prior (Monday through Friday), or in any event, not less than seventeen and one-half (17½) hours before the required reporting time; and in the event that forty-eight (48) hours after such notice the appropriate Local Union, or its Agents, shall not furnish such workmen, the Contractor may procure workmen from any other source or sources. If workmen are so employed, the Contractor will immediately report to the Local Union having work and area jurisdiction, or its Agents, each such workman by name.
7. (a) This section shall be known as the Laborers' Code of Performance. Without diminishing in any manner the Contractor's rights under Section F of this Article, should any Laborer referred for employment be terminated for cause as defined under this section, his or her referral privileges shall be suspended automatically for one (1) month. Should the same

**2012-2015
Laborers
Agreement**
Page 14

individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six (6) months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely (time period begins from date of first discharge). A termination "for cause" under this section is defined to include a termination for excessive absenteeism, excessive tardiness, lack of required skills (not applicable to apprentices), insubordination or theft.

- (b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the designated panel or an arbitrator shall be final and binding.
- (c) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council may, upon written request of the applicant, vacate or reduce the period of suspension. A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training, whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion.
- (d) The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it.
- (e) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer designated by and whose costs shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue(s). The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.

B.

- 1. New employees who have not worked under this Agreement may be employed by the Contractor as a Journeyman, if so requested by the Contractor and if in accordance with this Agreement. Otherwise, all such employees should be screened and tested by the Joint Apprenticeship Committee to determine whether the employee is a Journeyman or should be registered as an apprentice.
- 2. In the event an employee is employed as a Journeyman at the request of a Contractor pursuant to Section 1, above, and leaves the employment of the Contractor and returns to the Local Union for dispatch, the employee shall be referred to the Joint Apprenticeship Committee for screening and testing to determine whether the employee shall maintain journeyman status or

should be registered as an apprentice. The JAC's decision shall determine whether the employee is placed on the Journeyman or apprentice out-of-work list for dispatch to another employer.

- C.** It is agreed that all employees covered hereby shall be, or become, on the eighth day after employment or the eighth day after the execution of this Agreement, whichever is later, and remain continuously members in good standing of the Union signatory hereto through its affiliated Local Unions having work and area jurisdiction and on whose behalf this Agreement is executed as a condition of employment. Membership in such Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to such Union.
- D.** The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employee's non-payment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee forty-eight (48) hours within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith. The Union will hold the Contractor harmless for compliance with this Section.
- E. Supplemental Dues**
1. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum certified by the Union as the amount owing for supplemental dues from the amounts required to be paid by the third paragraph of Attachment No. 1 of this Agreement for each employee for each hour worked or paid for in each payroll period, as special supplemental dues. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") as agent for the purpose of receiving and holding written authorization cards and for receiving, holding, allocating and distributing the dues monies.
 2. Said supplemental dues shall be transmitted to the Dues Trust concurrently with, but not as a part of, the Employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California. All sums deducted by the Employers pursuant to the provisions of this Section shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Section shall, from the instant of their transmittal, be considered vacation contributions if no such proper authorization shall have been furnished and shall be held by the Vacation Trust for the account of the employee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust, on the other, the bank shall separate the funds transmitted into dues and vacation contributions, respectively, based upon whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incidental to receipt, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Southern California District Council of

**2012-2015
Laborers
Agreement**
Page 16

Laborers and/or the Dues Trust, as agent for the Contractor, within fifteen (15) days following the first year or any year thereafter, revokes such authorization.

3. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum authorized by the employee as the amount owing for contribution to the LiUNAPAC, or other Political Action Committee from the amounts required to be paid to the Vacation Trust pursuant to attachment No. 1 of this agreement for each employee for each hour worked or paid for in each payroll period. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") and they hereby designate the Dues Trust as agent for the purpose of receiving and holding written authorization for, and for receiving, holding, allocating and distributing moneys designated by employees as political contributions.
 4. Said contributions shall be transmitted to the Dues Trust concurrently with, but not as a part of, the Employer's monthly vacation contributions with respect to his employees covered by this Agreement to the California Laborers Vacation Trust for Southern California. All sums deducted by the Employers as contributions pursuant to the provisions of this Section shall, from the instant of their deduction, be considered, contributions to LiUNA PAC or other designated Political Action Committee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust, on the other, the bank shall separate the political contributions and deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written contribution authorization. All costs incidental to receipt, administration and remittance to the LiUNA PAC or other Political Action Committee shall be paid from the political contributions made into the Dues Trust or, at the Union's election, paid by the Union; and the Contractor shall not, by virtue of this provision, incur any additional cost. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement.
- E.** Subject to the foregoing, the Contractor shall have complete freedom of selectivity in hiring and the Contractor retains the right to reject, for any reason, any job applicant referred by the employment facility. The Contractor may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Contractor against any applicant or employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.
- G.** The Contractor recognizes the desirability of employing workmen from the area in which the work is located and the Union recognizes that in the employ of the Contractor are Laborers who are necessary to the efficient continuity of the Contractor's operations.
1. For jobsites located in Imperial, Inyo, Kern, San Luis Obispo, Santa Barbara and Ventura Counties and Santa Catalina Island, the Contractor may transfer up to four (4) Laborers and one (1) foreman from area to area. After the transfer of no more than four (4) Laborers and one (1) foreman, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three

hundred (300) hours in the last six (6) months may be transferred from one area to another area (this restriction shall not apply to the foreman). The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. Dispatch slips for employees transferred from another area shall be submitted by fax or personal delivery. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional Laborers, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. The above additional transfers shall only be made by mutual consent.

2. For jobsites located in Los Angeles, Orange, Riverside and San Bernardino Counties, the Contractor may transfer up to four (4) Laborers and one (1) Foreman from area to area. Provided the Contractor conducts a pre-job conference or sends a written notice to the Union and advises the Union of the projected steady workforce for the jobsite, the Contractor may also transfer the lesser of fifteen (15) Laborers or twenty percent (20%) of the number of workers who make up the difference between the four (4) Laborers and one (1) foreman initially transferred and the projected steady workforce. If no pre-job conference is held where the Union is so advised nor written notice provided to the Union, the provisions of subsection G (1) above shall apply. After the transfer of Laborers pursuant to the formula stated above, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area (this restriction shall not apply to the foreman). The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. Dispatch slips for employees transferred from another area shall be submitted by fax or personal delivery. The Union will not unreasonably withhold issuing a clearance.

- H. Employees employed by any Contractor pursuant to the terms of this Agreement shall not be removed by the Union unless the prior approval of the Contractor has been obtained.

ARTICLE IV

Strikes - Lockouts - Jurisdictional Disputes

- A. It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedures set forth in Article VI and that during the term of this Agreement the Union shall not call or engage in, sanction or assist in a strike against, or any slowdown, or stoppage of work of the Contractor. During the term of this Agreement, a Contractor shall not cause or permit any lockout of the employees covered under this Agreement.
- B. Except as otherwise provided in this Agreement, there shall be no strike, lockout or work stoppage by any party hereto or any individual Employer.
- C. No employee covered hereby may be discharged by an individual Employer for refusing to cross a primary picket line sanctioned by the Building and Construction Trades Council in the area or for

**2012-2015
Laborers
Agreement**
Page 18

engaging in any conduct protected by Sections 7 or 502 of the Labor-Management Relations Act of 1947, as amended.

1. If work on a project is declared to be unfair as the result of a primary dispute by a Building and Construction Trades Council in the area and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this Agreement if, during the period of said work stoppage, the members of the Union fail to perform their work for the Contractor or their subcontractors.
- D. During the term hereof there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union and that all employees covered by this Agreement shall perform the work customarily performed by them.
- E. When making work assignments, the Contractor shall assign the work in accordance with existing intercraft agreements. In the absence of such intercraft agreements, then past practice or the prevailing practice in the locality shall apply. The Union will furnish the Association with approved intercraft agreements. The locality for the purpose of determining the prevailing practice shall be defined as the geographical area covered by this Agreement. If a dispute arises prior to the assignment of work, or where there is no predominant practice in the locality or intercraft agreement, the Contractor shall consult the representatives of the contesting trades regarding any arguments of facts the trades may wish to present to their claim to the work.
- E. Jurisdictional disputes shall be settled by the Unions themselves. If not settled, then the dispute shall be submitted to the International Presidents of the Unions involved in the dispute for determination. While such procedures are being invoked and exhausted, the work shall proceed as assigned by the Contractor. The Contractor and the Union shall be and are bound by such determination and decision and the misassignment, if any is found, shall be promptly corrected by the Contractor.

ARTICLE V

Subcontracting, Employee Rights, Union Standards and Work Preservation

- A. The purposes of this Article are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workmen.
- B. **Definition of Subcontractor.** A Subcontractor is defined as any person (other than an employee covered by this Agreement), firm or corporation, holding a valid state contractor's license where required by law, who agrees orally or in writing to perform, or who in fact performs for or on behalf of an individual Contractor, or the subcontractor of an individual Contractor, any part or portion of the work covered by this Agreement.
- C. Neither the Contractor nor any of his Subcontractors shall subcontract any work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work coming within the jurisdiction of the Union except to a person, firm or corporation party to an appropriate current labor agreement with the Union or with the appropriate Local Union.
 1. The Contractor may ensure compliance with the subcontracting provision contained in this Section by inserting into any subcontract for covered work the following language:

“Subcontractor acknowledges that Contractor has entered into the following labor agreements covering work at the construction jobsite with the Southern California District Council of Laborers and its affiliated Local Unions: Southern California Laborers Master Labor Agreement, effective July 1, 2012 to June 30, 2015. (“Master Labor Agreement”) The Subcontractor acknowledges and agrees that a copy of the Master Labor Agreement is available to Subcontractor.

“Subcontractor agrees that, as an essential condition to entering into this subcontract, it shall be bound to and shall comply with all of the terms and conditions of the Master Labor Agreement referenced above, including wages, trust fund contributions, working rules, the grievance/arbitration procedure and any other mechanism for the resolution of disputes contained in the Master Labor Agreement, on all covered work performed in the geographic area of the Master Labor Agreement. Subcontractor agrees that it shall be bound to the Master Labor Agreement, commencing with the first hour of work performed by its employees on this Project, and shall be bound to the Master Labor Agreement for all its construction work, whether or not the work is performed for the Contractor, for the duration of the Master Labor Agreement, and until timely terminated pursuant to the terms of the Master Labor Agreement, for the duration of successor Master Labor Agreements.

“Subcontractor further agrees to require all its subcontractors performing job site work of the type covered by the Master Labor Agreement referenced above to become bound to and comply with all of the terms and conditions of the Master Labor Agreement.

“Subcontractor acknowledges that the Southern California District Council of Laborers and its affiliated Local Unions, and the Construction Laborers Trust Funds for Southern California are the intended third party beneficiaries of this contractual provision and may enforce this provision directly against Subcontractor.

2. No later than thirty (30) calendar days after execution of a subcontract, as specified in subsection 1, above, with a subcontractor not previously signed to the Master Labor Agreement, the Contractor shall deliver a copy of the cover page, Labor Relations Clause, and signature page of the subcontract to the Union.
 3. If the Contractor complies with both subsections 1 and 2 above, the Contractor shall not be liable for a breach of the subcontracting provisions of this Section as to that subcontract, provided however, the Contractor shall be liable for the Subcontractor’s delinquent Trust Fund contributions only to the extent, if any, that such liability would otherwise exist under this Agreement.
 4. In addition to any recovery of damages by the Union for a Contractor’s violation of the subcontracting clause, the Trust Funds may recover damages in an amount equal to the full fringe benefit contribution rate in effect under this Agreement at the time of the violation, plus interest, audit fees, and liquidated damages, for each hour of covered work performed by the non-signatory subcontractor’s employees. Such damages shall be payable to the Vacation Trust and shall be damages and not for the benefit of any specific individual.
- D.** Jobsite work covered by the Plaster Tenders, Brick Tenders, Tunnel, Gunite, Housemovers, Horizontal Directional Drilling, Parking and Highway Improvement and Landscape Agreements of the Union are a part of the work description and bargaining unit covered by this Agreement.

**2012-2015
Laborers
Agreement**
Page 20

-
- E.** Any dispute involving this Article will be resolved under the grievance procedure of this Agreement. An award of the Laborers Joint Adjustment Board may be judicially enforced. Notwithstanding any other provisions of this Agreement, the Union shall not have the right to use strike or any other economic action to enforce any provisions of this Article on subcontracting.
- F.** The Contractor shall provide in his contract with the Subcontractor the following provisions: "The subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article IV of this Agreement. The subcontractor agrees that he will bind his subcontractor to said procedures in the same manner and to the same effect as provided with respect to him."
- G.** The Contractor and his Subcontractor shall have freedom of choice in the purchase of materials, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his Subcontractor to refrain from the use of materials, supplies and equipment, which will tend to cause any discord or disturbance on the project.
- H.** In the event the Contractor is required to subcontract work on a public works project to a certified MBE/WBE/DBE Subcontractor to meet requirements contained in governmental rules or regulations, the Contractor shall notify in writing the Local Union in whose jurisdiction the work is to be performed. The Union shall offer to sign the Subcontractor to the Union's MBE/WBE/DBE Public Works Short-form Agreement.
- I.** In the event the Contractor is a partnership, no more than one (1) partner shall perform work covered by this Agreement. However, during each day on which the partnership employs on a full-time basis at least three (3) Laborer employees, pursuant to the terms of this Agreement, then one (1) additional partner shall be allowed to perform work covered by this Agreement. All partners who perform work covered by this Agreement and pursuant to this Paragraph I, shall be paid not less than the hourly wage rates stipulated in this Agreement for such work and the partnership shall contribute to all Trust Funds on behalf of all working partners at the hourly rates specified in Attachment #1, except the hourly Pension contribution rate which instead shall be paid to the Construction Laborers' Vacation Fund for Southern California. The Contractor shall be liable in damages to the Union in a sum equivalent to the hourly wage rate, and to the Trust Funds in a sum equivalent to the hourly contribution rate, for each hour worked by a partner in violation of Paragraph I.
- J.** In the event the Contractor is a sole proprietorship that employs other individuals or is not working for a Contractor signatory to this Agreement and the sole proprietor performs work covered by this Agreement the Contractor shall be liable in damages to the Union in a sum equivalent to the hourly wage rate and to the Trust Funds in a sum equivalent to the hourly contribution rate for each hour worked by the sole proprietor in violation of this Paragraph J. If the sole proprietor is working for a Contractor that is signatory to this Agreement, the sole proprietor shall be considered an owner-operator subject to the provisions of Article V, Paragraph K.
- K.** 1. An Owner-Operator is a person who has legal or equitable title to his equipment and operates the equipment himself on work covered by this Agreement and he shall operate only that equipment to which he has legal or equitable title. An Owner-Operator shall have proof of ownership of the equipment being operated in his possession at all times and shall produce such proof of ownership upon request by the Union or Contractor. It is further agreed that any time an individual Owner-Operator has a piece of equipment operated by someone other than himself on any given job or project, the provisions of this Paragraph K will not apply to such equipment, rather the subcontracting provisions contained in Article V, Paragraph A to C of this Agreement shall become applicable.
-

2. The Owner-Operator shall not be subject to the dispatch obligations contained in Article III of this Agreement, provided that the Owner-Operator has signed a W-4 form and becomes a bona fide employee of the Employer prior to going to work and the Union shall be notified of the name and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator is hired, such notice to be given to the Local Union in whose area the work is being performed and confirmed in writing within twenty-four (24) hours thereafter. A copy of the notification shall be furnished by the contracting Employer to the Owner-Operator, and this copy shall be in the possession of the Owner-Operator at all times, so long as he remains on the job or project. This notice must be produced upon request of the Union. Failure of the Owner-Operator to provide proof of ownership of the equipment being operated shall be cause for his removal from the job or project until the Owner-Operator and the Employer have complied with the requirements of this Paragraph K. The Owner-Operator is subject to the union security and supplemental dues provisions of Article III.
3. (a) Effective from the time the Owner-Operator first reports to work on the job or project, the Contractor shall take all necessary steps to make the Owner-Operator an actual bona fide employee of the Contractor. The Contractor shall retain and exercise supervision and control over the manner and means by which the Owner-Operator performs work under this Agreement, and shall treat the Owner-Operator in all respects as any other employee of the Contractor is treated, except as otherwise provided in this Paragraph K. The Contractor shall deal with the Owner-Operator solely in an employer-employee relationship, and shall not treat the Owner-Operator as a self-employed person, independent contractor or brokered service. The Contractor shall not act as broker of Owner-Operator services to any other party and any payment by the Contractor to any broker or other person except a signatory subcontractor for the services of an Owner-Operator shall be a violation of this Agreement.
- (b) The Contractor shall not permit a self-employed person to perform any work covered by this Agreement, except as otherwise provided in Article V, Paragraphs I and J. A "self-employed person" is one who works for an unincorporated trade or business in which that person owns ten (10%) percent or more of the interest in the capital or profits.
- (c) The Contractor shall be liable to the Trust Funds described in this Agreement in an amount equal to the contributions plus interest and liquidated damages from the date contributions would have been due that would have been paid on an employed person to perform work covered by this Agreement. The portion of the contribution designated as supplemental dues shall be forwarded to the Union by the Trust Administrator. The sums paid under this provision shall be as damages and not for the benefit of any specific individual.
- (d) An incorporated Owner-Operator shall for the purposes of this Agreement, be designated and recognized as a Subcontractor and subject to the provisions of Article V and, as such provide the Contractor, Union and Trust Funds with bona fide information to the effect of such incorporation.
4. Separate checks shall be issued to such Owner-Operator for [1] employee wages and [2] for his equipment.
5. All hours worked or paid for under the terms of this Paragraph K shall be reported to, and payments made to, the Trust Funds, as provided for in this Agreement.

**2012-2015
Laborers
Agreement**
Page 22

-
6. The individual Employer will not devise or put into operation any scheme to defeat the terms of this section of this Agreement.
 7. If a Contractor, through the grievance procedure, is found violating any portion of this Article, the Contractor shall immediately pay compensatory damages in the amount of one (1) day's pay at the Group III rate for each day or portion of a day in which the violation occurred.

ARTICLE VI

Procedure for Settlement of Grievance and Disputes

- A. There is hereby established a Laborers' Joint Adjustment Board consisting of four (4) regular and four (4) alternate representatives of the Contractors and four (4) regular and four (4) alternate representatives of the Union. The establishment of this Board and the purpose of its existence is for the purpose of interpreting and enforcing all the terms and provisions contained in this Agreement. No dispute, complaint or grievance shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing to the individual Contractor, the appropriate Association, or the Local Union and the Union within fifteen (15) calendar days, except on discharges, which shall be seven (7) working days after the alleged violation occurred.
 - B. An individual employee having a grievance or dispute shall first attempt to adjust said grievance or dispute with the Contractor or his representative. If the grievance or dispute is not settled at the first step, then the job steward, if any, is to receive grievances or disputes from employee members of his craft and shall immediately report them to his business representative or special representative, who shall attempt to adjust said grievance or dispute with the Contractor or his representative.
 - C. In cases of violation, misunderstanding or differences of interpretation of this Agreement by either party, there shall be no cessation or stoppage of work except as otherwise provided in this Agreement.
 - D. In the event a grievance or dispute cannot be satisfactorily adjusted on the job between the representative of the Union and the Contractor or his representative within twenty-four (24) hours, the Labor Relations Representative of the appropriate Contractor's Association shall meet as soon as possible with the Contractor and the Union representative in an attempt to resolve the dispute. If the dispute is not resolved at this meeting, the issue shall be immediately referred to the Joint Adjustment Board in writing for their consideration and decision.
 - E. A Contractor shall refer a grievance or dispute to the Chairman of the Joint Adjustment Board through the appropriate Employer Association. The Association shall then refer the grievance or dispute to the Board by sending written notice to the Contractor and the Union Chairman of the Joint Adjustment Board. The Local Union shall refer a grievance to the Joint Adjustment Board by sending written notice to the Union Chairman of the Joint Adjustment Board and the Management Chairman of the Joint Adjustment Board. The written notice of referral required by this paragraph shall contain the name of the Contractor and the Local Union directly involved, the date and place of occurrence of the grievance or dispute and a brief description of the nature of the grievance or dispute.
 - E. Each of the parties shall within ten (10) days after the execution of this Agreement, appoint its representatives and immediately notify the other party, in writing, of the name and business address of each representative appointed. The Joint Adjustment Board shall thereafter meet within ten (10) days, select its Chairman and Secretary and agree upon its procedural rules.
-

-
- G.** The Joint Adjustment Board shall meet at 9:00 A.M. on the first Wednesday of each month, and shall in addition meet at the call of the Co-Chairmen. The Joint Adjustment Board shall issue decisions immediately. In the event the Joint Adjustment Board does not reach a decision for reasons of its own, any dispute or grievance may be referred to arbitration by either or both parties within five (5) working days to the arbitrator designated in Paragraph H. The arbitrator shall meet with the members of the Joint Adjustment Board within seventy-two (72) hours and render a decision within seventy-two (72) hours thereafter. The time limits specified in this paragraph may be extended by mutual agreement. A simple majority of the Joint Adjustment Board shall be final and binding upon all parties and the grievants. In the event of a deadlock and the use of the arbitrator is required, a majority decision of the Joint Adjustment Board and the arbitrator shall be final and binding upon all parties and the grievants.
- H.** The regular members of the Joint Adjustment Board designated in accordance with Paragraph F shall select a list of seven (7) permanent arbitrators. In the event the members of the Joint Adjustment Board, by majority vote, are unable to agree upon the names of the seven (7) permanent arbitrators, then as to those upon whom agreement cannot be reached, the following procedure shall be followed:
1. The Union representatives shall nominate ten (10) persons for the positions remaining unfilled on the panel of arbitrators and the Contractor representatives shall nominate ten (10) persons for the positions remaining unfilled on the panel of arbitrators. Thereafter, the Union Joint Chairman and the Contractor Joint Chairman shall alternately strike names from the lists until there remain only that number of names necessary to fill the remaining seven (7) positions on the permanent panel of arbitrators. Those names remaining shall be added to the permanent panel of arbitrators. The determination as to who will strike first will be by lot, with the loser making the first strike.
 2. Thereafter the Joint Adjustment Board shall select an arbitrator to hear a pending grievance or dispute by rotation. If for any reason the arbitrator whose turn it is to hear a dispute is unavailable or the parties mutually agree that an unreasonable time would be required in order for him to become available, then the next arbitrator in succession shall be selected.
- I.** The Contractors and the Union shall each have a total of four (4) votes on the Joint Adjustment Board and four (4) representatives and not less than two (2) appointed by each party and the Chairman shall constitute a quorum.
- J.** All expenses incurred and approved by the Joint Adjustment Board necessary for the consideration and decision of grievances or disputes submitted to it shall be borne by and divided equally by the Union and the Contractor. All fees and expenses of the Arbitrator shall be borne by the party against whom the Arbitrator rules.
- K.** If there is any question as to which is the losing party, or if a case is referred back to the parties without decision or if there are decisions against more than one of the parties to the arbitration, the Arbitrator is authorized and requested to determine who shall pay the fees and may in such case order a sharing of such fees. In such event the decision of the Arbitrator on this issue shall be final and binding.
- L.** No jurisdictional disputes shall be submitted for determination to any grievance procedure provided in this Article, but shall be determined in the manner provided in Article IV of this Agreement.
-

**2012-2015
Laborers
Agreement**
Page 24

-
- M.** No grievance body established under this Agreement, including the Joint Adjustment Board and Arbitrator, in determining any grievance, shall have the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.
- N.** The provisions of this Article VI shall not apply in the event the Contractor or the Subcontractor or the Subcontractor of a Subcontractor fails to pay or is delinquent in contributions to any Trust established under this Agreement.
- O.** The Joint Chairmen of the Joint Adjustment Board shall, immediately following the decision rendered in Executive session, announce the decision of the Board to the parties. In addition, such decision shall be served upon the parties in writing, with copies of such decision being furnished to both the Union and the Association. The Joint Adjustment Board shall have full authority to fashion such remedies, whether by way of damages, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Joint Adjustment Board may have found to have existed.
- Minutes of all meetings of the Joint Adjustment Board shall be recorded by one of the Board members selected by the Board, and shall be signed by all members of the Board. Minutes shall be condensed and need not be verbatim.
- P.** Each decision of the Joint Adjustment Board and the Arbitrator shall be made in writing and a copy of each sent to each interested party, particularly including separate copies to the Local Union and the Contractor directly involved, and each of the Contractor Associations and Unions signatory to this Agreement. The determinations of the Joint Adjustment Board or Arbitrator are final and binding upon the parties.
- Q.** It is understood and agreed that the procedures outlined in this Article VI shall be the exclusive remedy for any violation of this Agreement.

**ARTICLE VII
Craft Steward and Business Representative**

- A.** The Union business representative or special representative shall have access to the project during working hours and shall make every reasonable effort to advise the Contractor or his representative of his presence on the project.
- B.** The craft job steward, if any, shall be a working employee appointed by the Union, who shall, in addition to his regularly assigned work, be permitted to perform during working hours such of his steward duties, as outlined in Paragraph D, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth. The Union shall notify the Contractor or his representative, in writing, of the appointment of a craft job steward, and send a copy to the Contractor's home office address.
- C.** It is recognized by the Contractor that the employee selected as the job steward shall remain on the job as long as there is work being performed in a classification in which he is qualified to perform, except that at the completion of the job, the Contractor shall not be required to retain the steward in lieu of the foreman or key man upon reduction in force. The Contractor or his representative, before laying off or discharging the craft job steward for any cause other than stated in Paragraph D, below, shall notify the Union in writing of his intent to do so two full working days prior to such intended

layoff or discharge. The Contractor or his representative will meet with the representative of the Union during this two (2) day period and attempt to resolve the matter. The craft job steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this Article, or without just cause.

- D.** To promote harmony between the Union and the individual Contractor, the craft job steward shall be limited to and shall not exceed the following duties and activities:
1. Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.
 2. Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.
 3. Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a referral.
 4. Report to the Contractor's designated representative any work belonging to his craft being done by non-dispatched men or by workmen of another craft.
 5. Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Contractor's designated representative.
 6. Make a complete job check during working hours no more often than once a week.
 7. Report to his Business Representative any employee covered by this Agreement who leaves the jobsite without giving the Contractor and the craft job steward prior notice.
 8. Report any reckless or unsafe employees covered by this Agreement on the jobsite to the Contractor's designated representative or his Business Representative.
 9. The craft job steward shall not:
 - a. Stop the Contractor's work for any reason.
 - b. Tell any workman or any employee covered by this Agreement that he cannot work on the job.
 - c. Initiate any physical altercation with any person on the jobsite.
 10. Infraction of any of the rules in subparagraph 9 shall be cause for immediate dismissal of the craft job steward without any prior notice and this shall be the exclusive remedy for a violation of this section.
 11. Any dispute in connection with this Article VII shall be referred to the Grievance and Arbitration procedure of this Agreement.

ARTICLE VIII
Classifications

- A.** Should the Contractor or any Subcontractors, as defined in Article I and V of this Agreement, employ employees in the prosecution of this work in occupations or upon equipment which is not covered by one of the classifications herein specified, such employment shall, within three (3) working days after a work assignment is made, or the equipment is operated, be temporarily classified by the appropriate Contractor Association and the Union under the classifications contained herein which more nearly fit the particular character of the employment. Temporary classifications and wage rates shall be immediately referred to the Laborers' Joint Adjustment Board which shall review and recommend usage of the proper classifications and wage rates. Either party shall thereafter have the right to submit a dispute under this section in the manner set forth in Article VI of this Agreement.
- B.** The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined by the Contractor, provided that if a Contractor, in determining the number of employees, or the number of classifications of employees, shall lessen the number of employees or the number of classifications customarily used to perform any such operation, the Union may have the issue of such reduction in employees or in classifications determined by the grievance and arbitration procedure provided in Article VI of this Agreement. In determining such disputes, consideration shall be given to the necessity for additional employees or classifications as well as other pertinent factors.
- C.** Because the Contractors and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restriction against the use of any kind of machinery, tools, or labor-saving devices, provided, however, that such machinery or power equipment shall be furnished by the Contractor, and provided further that no employee shall be required to work under any conditions that are injurious to his health or safety or in conflict with a present well-established custom regulating such use where the work is being performed.
- D.** The Contractor agrees to recognize and observe craft jurisdiction insofar as possible and practicable and that wage scales apply to classifications rather than to men, and the Union agrees to permit the occasional or temporary transfer of employees from one classification to any other classification; provided that, when such transfers are made, the employee shall be paid for the entire day on the basis of the rate of the highest paid classification in which he worked during the day. When such transfers involve the classifications of more than one craft, it shall not be necessary for the operation of this policy that employees be referred to a project by more than one Union or employed at classifications of more than one craft. Abuse by any Contractor of the privilege granted in this Paragraph D, Article VIII, shall subject him to withdrawal of the privilege for an appropriate period through the procedures established in Article VI of this Agreement.
- E.** Each employee employed in accordance with the terms of this Agreement shall receive wages based upon the minimum hourly wage rates specified in Article XIX of this Agreement calculated by the number of hours he was employed, less all legal deductions. Any other method of paying the employees, such as the use of piece work, bonus systems or lumping of the work, shall be deemed a violation of this Agreement. Grievances shall be settled in accordance with Article VI of this Agreement.

**ARTICLE IX
Qualifications**

- A.** Each of the parties hereto warrants and agrees that it is under no disability of any kind whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement and further, that it will not, by the adoption or amendment of any provisions of its Articles of Incorporation, Constitution, or By-Laws, or by contract or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations and each of their eligible members and the Union on whose behalf the said parties are signing the said Agreement.
- B.** Nothing contained in any other Agreement will change the conditions as set forth in this Agreement pertaining to use of equipment or the working rules and classifications of employees when said equipment is owned by the Contractor and operated or used on any work on which he is the prime or subcontractor. Nothing contained in this Agreement shall relieve any Contractor or Subcontractor from his contractual obligations under such other agreements.
- C.** No agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for, any statement, representation, promise, inducement or agreement not set forth herein. Any provision in the working rules of the Union with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereinafter be adopted by the Union shall have no application to the work covered herein.

**ARTICLE X
Existing and Other Agreements**

- A.** In the event the Union establishes special conditions for work covered by this Agreement, those special conditions shall be made available to the Contractor or individual Contractors who wish to perform the designated work in the same locality.
- B.** The Union will promptly notify the Employer in writing of any amendment, modification, exception or addendum of this Agreement which might be negotiated in any area covered by this Agreement between the Union, an individual Employer or group of individual Employers. No Contractor signatory hereto shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors employing workers covered by the terms of this Agreement.
- C.** The provisions of the article will not apply to special projects, jobsite Agreements or MBE/WBE/DBE public works Agreements which may be negotiated in any area covered by Agreements.
- D.** This Agreement shall be deemed to be executed when the parties signing shall have affixed their signatures hereto. Before accepting as an affiliate or issuing a charter to a local Union in the area

**2012-2015
Laborers
Agreement**
Page 28

herein defined, the Union shall be required as a condition of such affiliation that said local Union be bound by the terms hereof.

**ARTICLE XI
General Saving Clause**

It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings, or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of this Agreement. The Contractors and the Union agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days following the beginning of such negotiations the parties agree to submit the issue to final and binding arbitration. Selection of an arbitrator shall be made in the manner prescribed in Article VI of this Agreement. The Arbitrator shall render decisions only on the specific issue submitted to him, and shall have no authority to change or abrogate other conditions of this Agreement. Any fees and/or expenses of the Arbitrator shall be borne by and divided equally by the Union and the Contractors. The decision of the Arbitrator shall be final and binding on the parties. The no-strike, no lockout provisions of Article IV shall not apply if either party fails to comply with the decision of the Arbitrator.

**ARTICLE XII
Term, Termination and Renewal**

The term of this Agreement is July 1, 2012, to June 30, 2015, and from year to year thereafter unless either the Union or the Associations give written notice received by the others not less than sixty (60) days prior to June 30, 2015, or sixty (60) days prior to June 30 of any subsequent year, of a desire to change, amend, modify, or terminate the Agreement.

**ARTICLE XIII
Equal Employment Opportunity**

- A.** The Employer and the Union will not discriminate against any person with regard to employment or Union membership because of his race, religion, color, sex, age, national origin, or ancestry and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination, and application for admission to Union membership. A violation of this paragraph shall be subject to the grievance procedure but not subject to the hearing procedure before the Joint Adjustment Board or arbitrator contained in Article VI.
- B.** If the Union is unable to refer applicants for employment to an Employer in sufficient number, or sufficient type, from the groups represented within the local area as may be necessary to enable the Employer to fully comply with minority or female hiring requirements imposed by its construction contract with any Federal, State or governmental body, commission or agency or to enable the employer to fully comply with all Federal and State Laws, Presidential Executive Orders, regulations, rules, directives or orders which cover hiring and which are applicable to the Employer, the Employer may directly recruit from any source such number of minority or female applicants acceptable to the

Employer as may be necessary to satisfy the Employer's needs to effect such compliance. As an exception to the dispatch procedures in Article III, the Union may dispatch workers who are not next in order, to aid the Employer in complying with government requirements.

- C. The Employer shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law; the Construction project number; and a copy of the compliance order.

ARTICLE XIV

Pre-Job Conference

- A. It is agreed there will be a pre-job conference prior to the start of any job or project at the option of either party where the agreed or estimated cost is one million dollars (\$1,000,000.00) or more.
- B. If the Contractor is a member of a signatory Association, the pre-job conference will be arranged through the appropriate Association with the Building and Construction Trades Council or a Union having jurisdiction over the work in the area of the project.
- C. The individual Contractor shall, upon request, advise the Union, in writing, of the names and addresses of all subcontractors employed or contracted with for services to be performed under this Agreement.

ARTICLE XV

Laborers Foremen

- A. The selection of the employee who will be the Laborer Foreman is at the sole discretion of the Contractor. Where the employees of the Contractor employed on the project are predominantly Laborers and performing Laborers' work, the employee selected by the Employer to be Foreman shall be an employee employed under the terms of this Agreement and shall receive the Laborer Foreman's wage rate. The Laborer Foreman may work with the tools of the trade in accordance with the provisions of Paragraph C, Article VIII of this Agreement. As an exception to the dispatch procedures contained in Article III, the Union may dispatch workers requested by the Contractor as a Laborer Foreman, who are not next in order on the out of work list.
- B. Only Laborer Foremen who normally work with the tools of the trade during straight time periods, in addition to the performance of Foreman duties, may work with the tools of the trade during overtime periods. The need for and the number of Laborer Foremen required for the performance of the work shall be determined in accordance with the provisions of Paragraph B, Article VIII of this Agreement. It is understood that in certain cases, by reason of custom and practice established by the parties hereto, a Foreman may be over the work and employees of more than one craft. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article VI of this Agreement on the basis of such custom and practice.
- C. In the event the Contractor, at his option, elects to use a Laborer Foreman to supervise other Laborer Foremen, he shall be paid not less than one dollar (\$1.00) per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership.
- D. Except in case of emergency, if any of the employees not covered by this Agreement as set forth in

2012-2015
Laborers
Agreement
 Page 30

Paragraph A, Article II of this Agreement such as superintendents, assistant superintendents or master mechanics, shall act in the capacity of a Laborer Foreman or work with the Laborers' tools or at classifications in the Laborers' category, he shall be an employee under the jurisdiction of the Union.

ARTICLE XVI

Holidays, Payment of Wages, Meal Periods

A. Holidays

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in cases of extreme urgency when life or property is in imminent danger.

B. Payment of Wages

1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (1/2) hour at the applicable overtime rate until such time as he does receive his pay.
2. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record, showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name and the Employer's name and address. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.
3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. If the employee has previously authorized electronic payment of wages, payment of the final check may also be made by electronic deposit as long as it meets the time criteria specified in this Article. In the event these stipulations are not met, he shall receive waiting time as noted above.
4. If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.
5. When employees covered under the terms of this Agreement are employed at a higher rate of

-
- pay than the minimum established herein during any shift, the higher rate of pay shall apply on all time worked during that day.
6. The Employer shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred prior to employment, or the filing of a claim for worker's compensation benefits.
 7. When an employee is injured while at work to the extent of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

C. Meal Period

Employees shall not work more than five (5) consecutive hours without a one-half (½) hour meal period. When employees work over five (5) hours without being provided with a one-half (½) hour meal period, they shall receive one-half (½) hour pay at the double (2) time rate, in addition to their normal straight time shift period of eight (8) hours. When an employee is required to work more than three (3) hours after his regular shift, he will be entitled to a one-half (½) hour meal period at the end of the three (3) hours without loss of pay and an additional half (½) hour each five (5) hours thereafter, without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for an additional one-half (½) hour at the double (2) time rate. Meal periods may be staggered to meet job requirements.

D. Breaks

The parties to this Agreement recognize Industrial Wage Order 16 covering "On Site Construction, Mining, Drilling and Logging Industries." Any dispute or grievance arising from this Wage Order shall be processed under and in accordance with Article VI, Procedures for Settlement of Grievances and Disputes of this Agreement. The grievance process of Article VI shall be the exclusive method for resolving all alleged violations on this Wage Order and the time limitations of Article VI shall apply.

ARTICLE XVII

Safety, Rest Periods, Parking, Drinking Water, Jobsite Transportation

A. Safety

The Unions shall cooperate (1) with the individual Contractor and with each other in carrying out all of the individual Contractor's safety measures and practices for accident prevention, and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. Employees will acknowledge, in writing, having been given the Contractors' safety measures and practices for accident prevention to satisfy OSHA or other Agency requirements. The individual Contractors must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

1. An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety, or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee's rights under Section 502 of the Labor Management Relations Act of 1947, as amended.
2. The Contractor shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any local



**2012-2015
Laborers
Agreement**
Page 32

Unions or District Councils are responsible for such implementation or maintenance.

3. After July 1, 2000, all graduates of a Laborers Training Program shall receive certification that they have successfully completed the Basic Safety Course to be developed by the Laborers Training and Retraining Trust Fund of Southern California. Such certification will be at no cost to the Employer.

B. Rest Periods

1. Employees shall be given a rest period of not less than six (6) hours between the termination of any overtime work, except for pre-shift overtime work up to a maximum of eight (8) hours, and the commencement of another straight time shift, unless performing emergency work which is not considered a normal job operation.
2. If employees do not receive the required six (6) hours' rest period, they shall be paid at the applicable overtime rate for each hour worked until they receive six (6) hours rest off the job or project, regardless if a new workday starts or not.

C. Parking

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

D. Drinking Water

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups and adequate toilet facilities in accordance with California State Law.

E. Jobsite Transportation

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

F. Signing of Documents

Workmen and/or employees shall not be required to sign any documents other than those required by law. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing to work on a job or project where such demand is made by the Employer.

ARTICLE XVIII

Working Rules for Laborers

The following working rules shall cover the employment of Laborers performing any work covered by the terms of this Agreement in the area of Southern California as described in Paragraph B, Article I, of this Agreement.

A. Shifts:

1. Eight (8) consecutive hours, exclusive of meal period, between 5:00 a.m. and 5:00 p.m., shall constitute a day's work. Forty (40) hours Monday 5:00 a.m. through Friday 5:00 p.m. shall constitute a week's work.
2. The starting time of single shifts shall be at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., Monday through Friday. Starting times may be changed to meet job requirements, including maximum utilization of daylight hours. Starting time may be staggered to meet job requirements, on concrete and paving operations, however no employee will be required to report at a later starting time as a means to avoid paying for a full shift. Telephonic notice shall be given to the Union in cases of deviation from the original starting time, followed by written confirmation.
3. All time worked before 5:00 a.m. and after 5:00 p.m., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and holidays, shall be paid at the applicable overtime rate.

B. Multiple Shifts:

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Paragraph F Special Shifts.
 - (a) It is understood that a single and a multiple shift may work concurrently on a project.
2. When two (2) or three (3) shifts are worked, the first and second shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours of straight time shall be paid Monday through Friday and the third shift shall work seven (7) consecutive hours, exclusive of meal period for which eight (8) hours straight time shall be paid, Monday through Friday. All time worked or hours paid for, after seven (7) hours worked or paid for, on the third shift, in one (1) day on Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate.
3. Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the

2012-2015
Laborers
Agreement
 Page 34

regular shift hours or hours paid for shall be paid at the appropriate Craft Overtime Rate, except as provided in Paragraph 4 of this Paragraph B.

4. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

- C. 1. When so elected by the Contractor, a single shift starting at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m. or 8:00 a.m., of four (4) ten (10) hour days may be worked for eight (8) or more consecutive days, excluding Saturdays, Sundays and holidays, provided the Union is notified in writing twenty four (24) hours in advance of the effective date of the starting of such shift. All employees working this shift shall work ten consecutive hours, exclusive of meal period, for which ten (10) hours of straight time shall be paid Monday through Friday. All time worked before 5:00 a.m. or in excess of ten (10) hours in any one (1) day shall be paid for at the appropriate overtime rate. All hours worked in excess of forty (40) hours in any one week shall be paid at the appropriate overtime rate. Written notice shall be given to the Union in cases of deviation from the original starting time.

2. The provisions of Paragraph C will apply only if the Carpenters, Cement Masons, Operating Engineers and Teamsters who have members working on the job or project for the Contractor agree to the same provisions as outlined in the preceding Paragraph.

3. If the Contractor works for a period of less than eight (8) days, employees will then be paid at the appropriate overtime rate for all hours in excess of eight (8) hours for the days worked.

- D. In the event, due to inclement weather or similar Act of God, or a situation beyond the Employer's control, it is not reasonably possible to complete forty (40) hours of work, on either an eight (8) hour day shift or ten (10) hour day shift, as outlined in Paragraphs A or C of this Article, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate. No employee will be terminated for refusing to work on Saturday at the straight time rate of pay.

- E. It is agreed that the Contractor and the Union may mutually agree, by telephone to be followed in writing, upon different starting or quitting times for any of the above shift arrangements.

E Special Shifts:

1. When the Contractor produces evidence in writing to the Union of a bonafide job requirement that work can only be performed outside or in addition to the regular day shift due to safety conditions or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight time rate of pay, Monday through Friday. All time worked or hours paid for Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate. In addition, when the above conditions exist and it is necessary to begin or end a shift during the hours specified in Paragraph B.4 of this Article (for Sunday work) in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays, Sundays and holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work. Employees working this special Sunday shift shall receive fifty cents (\$0.50) per hour in addition to his regular rate of pay.

2. If maintenance or remodeling work cannot be performed on the regular shift because of the fact that establishments cannot suspend operations during the day, a special single shift may be employed starting at a time designated by operations of the establishment, Monday through Friday. The employees on this shift will work eight (8) consecutive hours exclusive of meal period for which they shall receive eight (8) hours pay at the straight time rate.

G. Tide Work Schedule

The following provisions shall apply to employees on jobs working a single shift only:

1. When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable, regular straight-time rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less worked between 7:00 a.m. and 5:00 p.m. shall be paid for at the applicable straight-time rate, and time in excess of eight (8) hours worked between 7:00 a.m. and 5:00 p.m., and any time worked before 7:00 a.m. or after 5:00 p.m. shall be paid for at the applicable overtime rate.
2. When employees are called out to work broken time or tide work on Saturdays, Sundays or holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

H. Emergencies

When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, the starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at the straight time rate. All other terms and conditions of this Agreement shall apply.

I. Subsistence

1. Subsistence shall be paid at the rate of forty-five dollars (\$45.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.
2. Subsistence as provided in Paragraph I-1 hereof shall be paid on jobs on the following off-shore islands:

Richardson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island

- (a) Employees reporting at the embarkation point for travel to the above named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.
3. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on

**2012-2015
Laborers
Agreement**
Page 36

or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.

- J. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated from the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from port of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at the Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.
- K. Workmen referred under Article III to the Contractor's job who arrive in an unfit condition for work, without a written dispatch slip from the employment facility, without the proper documentation as set forth on INS I-9 Form, or who are not ready to go to work or who are not otherwise qualified in accordance with their written dispatch slip from the employment facility shall not be paid show-up time or subsistence. Grievances or disputes arising out of the interpretation or application of this particular paragraph shall be referred to the procedure for settlement of grievances and disputes.
- L. Any time worked on Saturday, Sunday or holidays outside of the shift hours provided in the Agreement shall be paid for on the basis of the actual hours worked at the Laborers' overtime rate, except that any workmen or employees reporting for work at the stipulated time and for whom no work is provided shall receive pay for two (2) hours at the overtime rate; any workmen or employees who report for work and for whom work is provided shall receive not less than four (4) hours' pay at the overtime rate; and if an employee works more than four (4) hours, he shall be paid for the actual hours worked at the overtime rate.
- M.
 - 1. Any workman or employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting, unless (1) he has been notified before the end of his last preceding shift not to report; or (2) during a period of inclement weather, the Contractor has instructed the employee to call a designated job number provided to him for instructions concerning reporting to the job site and the employee has either failed to do so or the employee called and was instructed not to report; and any workman or employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay; and if more than four (4) hours are worked in any one day, but less than six (6) hours, he shall receive not less than six (6) hours pay at the straight-time hourly rate and if an employee works more than six (6) hours but less than eight (8) hours, he shall receive not less than eight (8) hours pay at the straight-time hourly rate unless prevented from working for reasons beyond the control of the Contractor, including, but not limited by, such factors as inclement weather, a breakdown causing discontinuance of a major unit of the project during which time workmen or employees are not required or requested to remain on the project by the Contractor or his agent. New employees on their first day of work shall be paid for their actual time worked.
 - 2. On concrete coring and concrete sawing operations only, any employee reporting for work and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report; and any workman or employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and if more than four (4) hours are worked in any one (1) day, he shall receive not less than six (6) hours pay, and if more than six (6) hours work

is provided, he shall receive not less than eight (8) hours pay.

- N.** When it is necessary to shut down a job or project because of a bomb threat, employees will be compensated as follows:
- (a) If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the jobsite shall receive two (2) hours' pay and subsistence at the applicable rate.
 - (b) In order to qualify for this two (2) hours' pay (and subsistence if applicable), the employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives pay unless released sooner by the Employer or his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.
- O.** Flagmen shall be entitled to adequate relief for the use of toilet facilities.
- P.** The Contractor shall be required to furnish goggles and/or hard hats where needed. When employees are required to work outside in the rain or snow, they shall be furnished rain coats, rain hats and boots. Employees working in or handling cement or concrete shall be furnished rubber boots and gloves. Employees required to work in mud, slush or water shall be furnished boots and other necessary waterproof clothing. The employee shall return all such clothing of the Contractor in the same condition as received, subject to reasonable wear and tear. Such equipment shall be sanitized before reissue. The employee shall sign for receipt of such protective clothing and on signed authorization the reasonable value of such protective clothing may be deducted from the employee's pay check. Upon return of the protective clothing, the employee shall be reimbursed in the amount of the deduction.

ARTICLE XIX

Wage Scales

The following hourly wage rates shall apply to the following classifications on all work covered by the terms of this Agreement:

A. Overtime Rates

Time and one-half, except hours worked over twelve (12) in a single workday, Sundays and holidays, which are double (2) time.

B. Watchmen

Watchmen shall work eight (8) consecutive hours per day, exclusive of lunch period, and forty (40) hours per week, Monday through Sunday, at straight-time rates, provided they receive their two-day rest period consecutively. Watchmen shall receive time and one-half for all time worked in excess of eight (8) hours per day and for the sixth consecutive day worked, and double (2) time for the seventh consecutive day worked. Watchmen shall also receive time and one-half for holidays, except where a holiday falls on the seventh consecutive day worked, which shall be double (2) time. This provision shall be applicable to persons whose principal function is to tend patrol dogs at the jobsite but shall not include services exclusively of delivery and retrieval of the dogs.

**2012-2015
Laborers
Agreement**
Page 38

C. Health and Welfare

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Health and Welfare Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.
2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.
3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Health and Welfare Trust Agreement for Southern California and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.
4. The Laborers Health & Welfare Trust for Southern California is party to a Money-Follows-The-Man Agreement with the Northern California Laborers Health & Welfare Trust and other Laborers Health & Welfare Trusts, that permits employees whose home Trust is the Northern California Laborers Health & Welfare Trust or other participating Health & Welfare Trusts to have contributions paid to the Laborers Health & Welfare Trust for Southern California transferred to those Trusts in accordance with and subject to the terms of the Money-Follows-The-Man Agreement. Pursuant to Subsection 1, above, all contributions for hours worked or paid must be made to the Health & Welfare Trust for Southern California.

D. Pension

1. Contractors covered by the terms of this Agreement agree to pay to the Construction Laborers' Pension Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.
2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.
3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Construction Laborers' Pension Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.
4. The establishment of an Annuity Trust Fund Agreement between the Contractors and the Union may be initiated at any time during the life of this Agreement by mutual consent.
5. The Construction Laborers Pension Trust for Southern California is party to a Money-Follows-The-Man Agreement with the Northern California Laborers Pension Trust, the San Diego Laborers Pension Trust and other participating Laborers Pension Trusts that permits employees whose home Trust is the Northern California Laborers Pension Trust, the San

Diego Laborers Pension Trust or other participating Pension Trusts to have contributions paid to the Construction Laborers Pension Trust for Southern California transferred to those Trusts in accordance with and subject to the terms of the Money-Follows-The-Man Agreement. Pursuant to Subsection 1, above, all contributions for hours worked or paid must be made to the Construction Laborers Pension Trust for Southern California.

E. Vacation

1. Contractors covered by the terms of this Agreement agree to pay to the Construction Laborers' Vacation Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.
2. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Construction Laborers' Vacation Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

F. Training and Retraining

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Training and Retraining Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.
2. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Training and Retraining Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

G. The collective bargaining parties direct the Trustees of the Laborers' Health and Welfare Trust and the Construction Laborers' Pension Trust for Southern California to adopt procedures which will permit a retiree to authorize the Pension Trust to deduct lawfully from his pension benefits and to remit to the Health and Welfare Trust the amount of the retiree's contribution to the Health and Welfare Trust should a retiree contribution be required by the Health and Welfare Trustees.

H. Where the Contractor transfers key laborers out of the geographical area of this Agreement, to an area where the Contractor is not signatory to a Laborers' Agreement, the Contractor shall contribute to the Trust Funds mentioned in this Agreement for all hours worked by or paid to such key laborers for the duration of the job for which they were transferred.

I. Foreman

Laborer Foremen employed in accordance with Article XV of this Agreement shall be paid not less than one dollar and seventy-five (\$1.75) per hour more than the hourly wage rate of the highest paid Laborer over which they have leadership on their regular crew. In the event the Contractor, at his option, elects to use a



2012-2015
Laborers
Agreement
 Page 40

Laborer Foreman to supervise other Laborer Foremen, he shall be paid not less than one dollar (\$1.00) per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership.

J. Laborers' Hourly Wage Scales

Classifications	07/01/12	07/01/13	07/01/14
GROUP I	\$28.09	**	**

Boring Machine Helper (outside)
 Cleaning and Handling of Panel Forms
 Concrete Screeding for Rough Strike-Off
 Concrete, Water Curing
 Certified Confined Space Laborer
 Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
 Fiberoptic Installation, Blowing, Splicing, Testing and related work
 Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
 Flagman
 Gas, Oil and/or Water Pipeline Laborer
 Laborer, Asphalt-Rubber Material Loader
 Laborer, General or Construction
 Laborer, General Cleanup
 Laborer, Landscaping
 Laborer, Jetting
 Laborer, Temporary Water and Air Lines
 Metal locker installation and related work
 Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching;
 Post Hole Digger (manual)
 Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad ConstructionTrack Laborers
 Rigging and Signaling
 ScalerSlip Form Raisers
 Filling of Cracks by any method on any surface Tarman and Mortar Man
 Tool Crib or Tool House Laborer
 Traffic Control by any method (including assisting in the moving and installation of construction signs, barriers barricade, delineators, cones, etc.)
 Water Well Drill Helper
 Window Cleaner
 Wire Mesh Pulling - All Concrete Pouring Operations

**2012-2015
Laborers
Agreement**
Page 41

Classifications	07/01/12	07/01/13	07/01/14
GROUP II	\$28.64	**	**
Asphalt Shoveler			
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)			
Cesspool Digger and Installer			
Chucktender			
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks			
Concrete Curer - Impervious Membrane and Form Oiler			
Cutting Torch Operator (Demolition)			
Fine Grader, Highways and Street Paving, Airport Runways, and similar type heavy construction			
Gas, Oil and/or Water Pipeline Wrapper Pot Tender and Form Man			
Guinea Chaser			
Headerboard Man - Asphalt			
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt			
Laborer, Packing Rod Steel and Pans			
Membrane Vapor Barrier Installer			
Power Broom Sweepers (small)			
Riprap, Stonepaver, placing stone or wet sacked concrete			
Roto Scraper and Tiller			
Sandblaster (Pot Tender)			
Septic Tank Digger and Installer (leadman)			
Tank Scaler and Cleaner			
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders			
Underground Laborers, including Caisson Bellow			

Classifications	07/01/12	07/01/13	07/01/14
GROUP III	\$29.19	**	**
Asphalt, Installation of all fabrics			
Buggymobile Man			
Compactor (all types including Tamper, Barko, Wacker)			
Concrete Cutting Torch			
Concrete Pile Cutter Driller, Jackhammer, 2-1/2 feet drill steel or longer			
Dri Pak-it Machine			
Fence Erector			
Gas, Oil and/or Water Pipeline Wrapper - 6" Pipe and over by any method, inside and out			
High Scaler (including drilling of same)			
Hydro Seeder and Similar Type			



2012-2015
Laborers
Agreement
 Page 42

Impact Wrench, Multi-Plate
 Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials (“applying” means applying, dipping, brushing or handling of such materials for pipe wrapping and water-proofing)
 Material Hoseman
 Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers’ work
 Pipelayer’s Backup Man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
 Power Post Hole Digger
 Rock Slinger
 Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
 Steel Headerboard Man and Guideline Setter
 Trenching Machine, Hand Propelled

Classifications	07/01/12	07/01/13	07/01/14
GROUP IV	\$30.74	**	**

Any Worker Exposed to Raw Sewage
 Asphalt Raker, Luteman, Ironer, Asphalt Dumpman and Asphalt Spreader Boxes (all types)
 Concrete Core Cutter (walls, floors or ceilings) Grinder or Sander
 Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
 Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer
 Head Rock Slinger
 Laborer, Asphalt-Rubber Distributor Bootman
 Laser Beam in connection with Laborer’s work
 Oversize Concrete Vibrator Operator, 70 pounds and over
 Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same
 Prefabricated Manhole Installer

**2012-2015
Laborers
Agreement
Page 43**

Sandblaster (Nozzleman), Porta Shot - Blast, Water Blasting
Traffic Lane Closure, Certified

Classifications	07/01/12	07/01/13	07/01/14
GROUP V	\$31.09	**	**

Blasters Powderman - All work of loading holes, placing and
blasting of all powder and explosives of whatever type,
regardless of method used for such loading and placing
Driller: All power drills, excluding Jackhammer, whether core,
diamond, wagon, track, multiple unit, and any and all other
types of mechanical drills without regard to the form of
motive power

Toxic Waste Removal

Welding, certified or otherwise, in connection with
Laborers' Work

Watchman	\$26.10	**	**
-----------------	---------	----	----

****FUTURE INCREASES**

07/01/13 \$1.25 to be allocated by the Union

07/01/14 \$1.75, \$0.25 to Pension, remainder to be allocated by the Union

RESIDENTIAL WORK (See Appendix A for definition)

Residential Wage Rates **07/01/12**

Cleanup, Landscaping, Fencing
(Chain Link and Wood) \$26.56

All other work on residential projects as described in MLA \$27.56

Residential Fringe Benefit Contribution Rates **07/01/12**

Health & Welfare	\$6.81
Vacation*	\$3.00
Pension	\$3.44
Training & Retraining	\$0.64

* Includes Supplemental Dues Contribution

FUTURE INCREASES: WATCHMAN AND RESIDENTIAL

07/01/13 \$1.25

07/01/14 \$1.75, \$0.25 to Pension, remainder to be allocated by the Union



ARTICLE XX

Fund for Construction Industry Advancement

- A. The Parties to this Agreement recognize that to protect and expand the interests of the Construction Industry, to be aware of modes and methods of improving the efficiency of the industry and to protect the industry from harmful legislation whose impact is detrimental to both the employees and the Contractors and without regard to whether such employees are employed by members of Contractors the individual employer will contribute the sum of eight cents (\$0.08) per hour for all hours worked or paid for by all employees employed under the terms of this Agreement to the FUND FOR CONSTRUCTION INDUSTRY ADVANCEMENT, an employer established and administered Trust formed and created for this purpose and the individual employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the FUND FOR CONSTRUCTION INDUSTRY ADVANCEMENT, and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.
- B. It is understood that independent of any other provisions, contained in this Agreement which provide for its termination, ASSOCIATIONS shall have the right and power to cancel unilaterally the provisions, solely of this Article at any time by delivering notice to the Union in writing to that effect.
- C. The Fund for Construction Industry Advancement shall be used only for the purpose set forth in Paragraph A and shall not be used for anti-labor or anti-employee purposes.

ARTICLE XXI

Contract Administration Fund

- A. A trust fund entitled "The Contract Administration Trust Fund for Southern California" shall be used only to provide compensation to the Contractors for negotiations and administration of the provisions of this Agreement, including Article VI, for the Industry. Individual Employers shall contribute into the Contract Administration Trust Fund seven cents (\$0.07) per hour for each hour paid for or worked and an additional two cents (\$0.02) per hour may be allocated by the Trustees during the life of this Agreement. The Trust Fund shall be administered solely by Trustees selected by the Contractors in accordance with a trust agreement to be executed by the Contractors. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.
- B. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated pursuant to the Declaration of Trust establishing the Contract Administration Trust Fund for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by its Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

ARTICLE XXII

Center For Contract Compliance Trust Fund

- A. Contractors covered by the terms of this Agreement agree to pay to the Center for Contract Compliance Trust Fund effective July 1, 2012, the sum of twenty-five cents (\$0.25) per hour for each hour worked or paid for on all classifications contained in this Agreement.

-
- B.** Contractors covered by the terms of this Agreement agree to be bound by all the terms and conditions of the Agreement and Declaration of Trust as they may be constituted in its original form and insofar as it may be amended.
 - C.** The parties agree that a review of the Center for Contract Compliance may be performed annually.
 - D.** This Article shall be subject to the Agreement of the parties on the language for the Agreement and Declaration of Trust.

ARTICLE XXIII

Delinquency and Collection Procedure

- A.** The Contractor shall pay its monthly contributions to the Trust Funds accompanied by a fully completed and executed report form furnished by the Trust Funds. The Contractor shall include with the monthly report form in a format acceptable to the Trust Funds:
 - a. the identification of each job worked on by the Contractor during the month, including the job location, the owner of the job location property, and the name and address of the entity for whom the Contractor is working.
 - b. the name and social security number of each employee who performed covered work, indicating the number of hours each employee worked on each jobsite.

The provisions of subsections a. and b. above shall be implemented by the Trust Fund Administrator, in consultation with the Associations and Union, in a way that minimizes any inconvenience to the Contractor. The information provided by the reports required by subsections a. and b. shall be maintained in a confidential, restricted access manner by the Trust Funds for collection and fringe benefit eligibility purposes.

- B.** The Trustees of the Trust Fund shall furnish the Contractor Associations and the Union with a list of delinquent Contractors each month. Such list will also be available to all signatory Contractors on request, subject to such reasonable cost as may be determined by the administrative office of the Trust Funds as representing the cost of duplication and transmission of such lists, payment for which to be made in advance. The Contractor agrees he will not subcontract any portion of his job to any subcontractor whose name appears on the delinquent list until such subcontractor has paid all delinquent monies to the various Trust Funds. In the event the Contractor subcontracts to any such delinquent subcontractor in violation of the foregoing, the Contractor shall remove such subcontractor from the job immediately, unless such delinquent subcontractor immediately makes full payment for all delinquencies to the Trusts.
- C.** If the Contractor fails to remove the delinquent subcontractor, the Contractor shall become financially responsible for all fringe benefits owed to any funds established by this Agreement by the Contractor or by his subcontractor or the subcontractor of his subcontractor for work performed on the Contractor's job or project in accordance with the requirements set forth below.
- D.** The term "Contractor" for delinquency purposes only, shall include all entities of the delinquent Contractor, change of name, or change of entity, provided that the delinquent Contractor holds at least ten (10%) percent ownership in the other entity.
- E.** In the event the Contractor subcontracts to a subcontractor that is not on the delinquency list at the

**2012-2015
Laborers
Agreement**
Page 46

time the subcontract is entered into, the Trust Office shall notify the Contractor of any delinquency of the subcontractor within ninety (90) days of the date the delinquency first occurred and in no case shall the Contractor be liable for fringe benefit contributions of a subcontractor for more than ninety (90) days prior to the date the Trust Office notice is sent to the Contractor. A courtesy copy of the notice shall be sent to the Association that represents the Contractor; provided, however, that the Trust Office's failure to send such notice to the Association shall not affect the Trust's rights against the Contractor.

- E.** Where a Contractor contracts with a listed delinquent subcontractor or subcontractors, and the Contractor fails to terminate the subcontract of such delinquent subcontractor, or subcontractors, the Contractor shall become financially responsible for the liability of the delinquent subcontractor's fringe benefits on that job from the commencement of the work under the subcontract to the date of termination of that subcontract.
- G.** The Trust Office shall send delinquency notices to Contractors whose contributions are not paid as required. The Trust Office shall notify the Union of those Contractors who fail to pay within five (5) days of such notice and the Union may, at its sole option, withhold service from the Contractor involved until contributions are paid or satisfactory arrangements made with the Trustees for payment.
- H.** Any employee rendered unemployed by reason of the foregoing shall not be deemed engaged in a work stoppage or labor dispute but shall be deemed constructively laid off by the Contractor by failure to pay monies due for the benefit of the employees. Contractor agrees that such employees are entitled to unemployment insurance and warrants that he will take no action to interfere with the employee's application for unemployment insurance. Any dispute in connection with this paragraph is subject to the grievance procedure.
- I.** The Trust Office shall issue delinquency notices and clearances to Contractors confirmed in writing.
- J.** All employees shall be covered by this Agreement and the provisions applicable to Trust Funds. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine the Contractor's records, including but not limited to all payroll records (including certified payroll records, electronic payroll records, and all records reflecting payments to trust funds other than the Laborer Trust Funds of Southern California Federal W-2 Forms, Forms 1099 and 1096, Quarterly State Tax returns, and time cards), all cash disbursement ledgers, and all canceled checks, check registers, invoices and bank checking account statements. If requested by the Trusts, the Contractor shall provide payroll breakdown by job, and shall provide the job location, legal description of the jobsite property if known, the owner of job location, the name and address of the entity for which the Contractor is working, the contact telephone number for the job, the names and social security numbers of the employees working on the job, the number of hours worked by each employee on the job, all preliminary notices, mechanic liens and stop notices on the job, other relevant job location information requested by the Trusts and certification of workers compensation coverage. The Trustees may file suit to enforce this obligation, and, if successful, shall recover their attorneys' fees and costs, whether or not the audit reveals a delinquency. Any Contractor delinquent under this Article may be required by the Trust Funds to submit, in addition to regular reports, payroll breakdowns by job, and the failure to submit timely job breakdowns shall be considered a delinquency under this Article. If a Contractor refuses to furnish the foregoing the Union may take economic action.
- K.** The Contractor has a duty to report to the Trust Funds as required by the Agreement. The Contractor

**2012-2015
Laborers
Agreement**

Page 47

tor shall maintain for a period not less than four (4) years all payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement, including the records described in Section J, above. The Contractor shall make available such records for audit by the Trust Funds representative upon written request. The Contractor and the Union agree that such audits are expensive and time consuming for the Trust Funds and the Contractor, but the Trust Funds otherwise have no way of knowing the full extent of the Contractor's obligations, since the records showing the related employment are in the possession and control of the Contractor. In order to minimize the need for an frequency of such audits, the Contractor agrees that the Trustees and the Union place trust and confidence in the Contractor to report and pay contributions properly.

- L.** It is recognized that a delinquency in contributions causes damages beyond the value of the unpaid contributions, which are difficult to quantify. These damages include, but are not limited to, the administrative costs of processing and collecting delinquencies, the costs of adjusting benefit credits and notifying participants, the additional burden placed on Contractors who faithfully pay their contributions, and the burden upon participants and beneficiaries who may be unable to qualify for benefits they may have otherwise been entitled to but for the delinquency of the Contractor. Because these damages are difficult, if not impossible, to quantify on a case-by-case basis, the parties agree that liquidated damages, not a penalty, for such losses shall be set at the greater of \$25 or 20% of the contributions late or unpaid for each Trust Fund. The parties have reviewed the costs of collection by the Trust Funds, and agree that 20% liquidated damages is an accurate projection of the Trusts' damages that result from a delinquency. In addition, any Contractor delinquent in its obligations under this Article shall be required to pay interest on the delinquent contributions (at a rate to be set by the Trustees of the Trust Funds) and any audit fees. In the event that litigation is necessary to collect any delinquent contributions (including litigation to enforce mechanic liens, stop notices, bond claims or similar remedies, and any bankruptcy or receivership proceedings) or to enforce any obligation under this Article, in addition to liquidated damages owed by the delinquent Contractor, the Contractor shall also be liable for all reasonable attorney fees and legal costs incurred in such litigation. The Trustees of the Trust Funds may waive or reduce the amount of liquidated damages, at their sole discretion and consistent with their fiduciary duties. The decision of the Trustees in any request to waive or reduce liquidated damages shall be final and binding upon the parties.
- M.** The Trust Funds' Joint Delinquency Committee may require a Contractor to post a satisfactory bond in a sum equal to two (2) times the amount of the delinquency or such lesser amount as the Committee may determine, to secure payments of contributions to the Trust Funds. Such amounts are to be determined by the Trust Funds, and shall increase if the Contractor's delinquency increases. The bond shall not be construed in any way as in lieu of any payments required under this Agreement. All such bonds shall be deposited with the Trust Administrator and shall be in a form acceptable to the Trusts. The bond shall remain in effect for a period of thirty-six (36) months after the delinquency giving rise to the obligation to post the bond or until one year after the date that the Contractor is no longer bound to the Agreement or any successor Agreement, whichever is earlier.
- N.** For the purposes of this Agreement, delinquency in failure to make the required reports and contributions to the Trust Funds as determined by the Trustees, shall consist of the following:
- (a) Failure to submit trust report forms completely filled out and executed.
 - (b) Failure to report on all employees.
 - (c) Failure to make the payments as required on time.
 - (d) Failure to pay audit amounts and audit fees and other costs and damages as determined by the Trust.



**2012-2015
Laborers
Agreement**
Page 48

-
- (e) Failure of the bank to honor checks submitted.
 - (f) Failure to pay monies due.
 - (g) Failure to submit to an audit.

The Trust Funds may exercise discretion in determining the materiality of a technical delinquency and may refrain from publishing to third parties that an Employer committing only such a violation is delinquent. When the Trust Funds are asked by third parties or by a Contractor the status of that Contractor, the Trust Funds shall respond promptly to facilitate the Contractor's ability to address any problems quickly and to enable to Contractor to obtain prompt payment from its clients.

- O.** In addition to any other remedies under this Article, the Union may terminate the participation of a delinquent Contractor. Notice of such termination shall be sent to the Contractor, and each of the employees listed on the last report submitted by that Contractor, and shall be effective thirty (30) days from such notice. Upon termination, no employee of the delinquent Contractor shall accrue credit for any benefits for hours worked for that Contractor. However, termination shall not end or alter the obligations of the Contractor (or any Contractor subcontracting to that Contractor) under this Article. In addition to any other damages under this Article, a Contractor so terminated shall be liable to the Trust Fund for the cost of notice, and shall be liable to its employees for the value of any benefits lost in an amount not exceeding the hourly contributions and liquidated damages that would otherwise have been due.

ARTICLE XXIV

Public Works Project Davis-Bacon Act and Related Statutes

In the event an individual Employer bids a public job or project being awarded by a federal, state, county, city or public entity which is to be performed at a predetermined and/or prevailing wage rate established by the Secretary of the U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1, 3, 5 and 7, and which determinations are published in The Federal Register), or by the Director of the California Division of Industrial Relations, or a County, City or other public entity and the established prevailing wage rate, including vacation contributions, is lower by no more than fifteen (15%) percent on residential or housing work or by no more than ten (10%) percent on any other type of work, than the Master Labor Agreement hourly wage rate (excluding fringe benefits) the published hourly wage rate, including vacation contributions, at the time of bid shall apply to the job or project for the duration of the job or project but in no event to exceed an eighteen (18) month period.

In the event the job or project extends beyond eighteen (18) months, the wage rates, including vacation contributions, shall be increased thereafter to maintain the appropriate fifteen (15%) or ten (10%) percent differential under the then current Master Labor Agreement.

Should the predetermined wage rate and the Master Labor Agreement rate be the same, it is agreed that rate shall be in effect for an eighteen (18) month period. On work that extends beyond eighteen (18) months, then the current Master Labor Agreement rate shall apply.

If any public agency publishes prevailing wage and fringe benefit rates for Laborers classifications for a specific job or project which are less than the rates set-forth in the Master Labor Agreement, and there are non-signatory prime bidders on the plan holders list, or if there is no bid list published, then the individual Employer may bid said project in accordance with the wage rates, fringe benefit rates and other applicable provisions of the Prevailing Wage Determination incorporated in the bid specifications.

ARTICLE XXV

Laborer Joint Apprenticeship Committee

- A.** The Contractors and the Union recognize the need for apprentice training and to this end shall indenture apprentices in conformity with California Labor Code Section 1777.5 governing employment of apprentices upon public work. Apprentices shall be employed in accordance with the Standards and guidelines as established by the Laborers Joint Apprenticeship Committee and approved by the Division of Apprenticeship Standards. The terms and conditions of this Agreement shall apply to Apprentices.
- B.** A qualified Employer shall employ one (1) Apprentice for the first five (5) Journeymen (although the Apprentice may be the second Laborer on the job), and one (1) Apprentice thereafter for each five (5) additional Journeymen on the Job. Notwithstanding the above-stated mandatory ratio, a qualified Employer may employ one (1) Apprentice for the first four (4) Journeymen (although the Apprentice may be the second Laborer on the job) and one (1) Apprentice thereafter for each four (4) Journeymen on the job. No Apprentice may work without a Journeymen Laborer on the job.
- C.** The Contractor will make an effort to keep Apprentices reasonably employed regardless of period status or advancement to a higher period of pay.
- D.** The Local Union, through the Joint Apprenticeship Committee, shall dispatch Apprentices to the Contractors.
- E.** The Contractor shall pay to Apprentices the wages and to the Trust Funds the sums designated below for each hour worked or paid to Apprentices.
- E.** The parties have agreed to a Memorandum of Understanding regarding Apprenticeship ratios.
1. Apprentice wages shall be paid pursuant to the wage schedule set forth below and contained in the Apprenticeship Standards of the Joint Apprenticeship Committee, which is based on the following percentages of the Group V Journeyman rate of \$31.09:

1 st period	1 - 500 hours	50%	\$15.55
2 nd period	501 - 1000 hours	55%	\$17.10
3 rd period	1001 - 1500 hours	60%	\$18.65
4 th period	1501 - 2000 hours	70%	\$21.76
5 th period	2001 - 2500 hours	80%	\$24.87
6 th period	2501 - 3000 hours	85%	\$26.43

- * Apprentices shall receive the appropriate percentage of any increase to the Journeyman wage during the term of this Agreement.
2. The Contractor shall pay to the Laborers Trust Funds the sum designated below for each hour worked or paid for on all Apprentices.

Trust Fund contributions for Apprentices*:

Health & Welfare (70%)	\$4.77
Pension (20%)	\$1.20

2012-2015
Laborers
Agreement
 Page 50

Vacation/Supp. Dues. (70%)	\$2.73
Training and Retraining (100%)	\$0.64
C.C.C. (100%)	\$0.25
Industry Fund (100%)	\$0.08
Administrative Trust Fund (100%)	\$0.09

*Apprentice shall receive the appropriate increase to the Journeyman fringe benefit rate increases.

ARTICLE XXVI
Drug and Alcohol Abuse Prevention Programs

The parties recognize the problems which drug and alcohol abuse have created within the construction industry and have reached formal agreement on a Memorandum of Understanding on Drug Abuse Prevention and Detection. Any testing program implemented by an individual Employer must conform to the provisions of the Memorandum of Understanding agreed upon by the parties.

The parties have agreed to a Memorandum of Understanding on Drug Screening.

**2012-2015
Laborers
Agreement**
Page 51

IT IS AGREED by the parties hereto that all matters of wages, hours, and conditions, whether or not specifically set forth in this Agreement, are closed for the term of the Agreement.

**Associated General Contractors
of California, Inc.**

By: Thomas Holsman

Date

**Building Industry Association
of Southern California, Inc.**

By: Pamela Ackrich

Date

**Southern California Contractors
Association**

By: Mike Roddy

Date

Engineering Contractors' Association

By: Wes May

Date

**Southern California District Council of
Laborers**

By: Mike Quevedo, Jr.

Date

**Southern California District Council of
Laborers**

By: Manuel Monsibais

Date

**Southern California District Council of
Laborers**

By: Armando Esparza

Date



Appendix A

Residential Work

The provisions of the Master Labor Agreement apply except as modified by this Appendix A.

A. Definition:

1. Residential work is defined as all Laborers' work on wood or metal frame construction of single family residences, apartments and condominiums. This residential work shall not include projects that exceed three stories over a garage level; any utility work, such as telephone, gas, water, sewer, and other utilities; or any work outside property lines, including curbs, gutters, and sidewalks.
2. This residential work shall include all rough grading work at the job site behind the existing public right-of-way, at the time of commencement of said work. It shall not include any fine grading work, utility work, or paving work in the future street and public right-of-way.

B. Application: The Contractor may pay to its employees the rate for residential work, but only on residential work. Any work that is not residential work or is excluded from residential work as defined in Paragraph A, shall be paid at the construction rate.

C. Enforcement: For purposes of this Appendix A and notwithstanding any other steps in the grievance procedure of this Agreement a claimed violation of this Article shall be handled in the following manner:

1. Within twenty-four (24) hours of a request by the Union to the Contractor and to the Associations, a representative of the Union and a representative of the Associations shall meet on the job and review with the Contractor the work in question or the Contractor's bid, or both, to determine whether the Contractor has bid the job or a portion of the job, or has permitted any work to be performed on the job under residential rates where the work in question was not residential. If the Contractor refuses to participate or to furnish its bid, it shall be presumed that a deliberate, major violation of this article occurred.
2. If the Union and Association representatives find a violation of this Article, or less than construction rates were paid at a time when the Contractor did not have an Agreement with the Union to pay less than construction rates, the representatives shall issue a written award in the following language:

"(Name of Contractor) is hereby found to be performing non-residential work, for which the Contractor has paid or proposes to pay residential rates. The remedy for this violation is an injunction against further work on the job known as (describe job) except at the construction overtime rate (as liquidated damages). This injunction shall be enforceable by a court injunction, and the plaintiff shall be entitled to its attorneys' fees and cost."

The Union and the Association representatives shall thereafter examine the Contractor's books and records and make an award of damages, with the overtime portion of the award being paid to the Union as its damages.

-
3. If the Union and Association representatives find, or if it is found by any other arbitrator that the payment of less than construction rates by the Contractor for other than residential work was not inadvertent and minor, the Contractor shall lose the benefit of the residential rate of this Agreement for one year from the finding of a violation. The burden of showing that the violation was inadvertent and minor is on the Contractor. If there is a finding of a second violation, the Contractor shall lose the benefit of the residential rate for the remainder of the Agreement.
 4. If the Union and Association representatives cannot agree, the dispute shall proceed through the normal grievance procedure of this Agreement or the Short Form Agreement (whichever is applicable to the Contractor), and the award shall be as set forth in Paragraph 2.
- D.** If the Union finds that the enforcement of this clause is not succeeding, the Union may reopen the Agreement for the purpose of amending this Paragraph, and if no agreement is reached within fifteen (15) days on more stringent enforcement, the dispute shall be submitted to arbitration for the sole purpose of adopting language that is more stringent and easier to enforce.
- E.** Transfer Provisions: The Contractor recognizes the desirability of employing workmen from the area in which the work is located and the Union recognizes that in the employ of the Contractor are Laborers who are necessary to the efficient continuity of the Contractor's operations. Therefore, the Contractor may transfer up to four (4) Laborers and one (1) foreman from area to area. After the transfer of no more than four (4) Laborers and one (1) foreman, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area. The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional Laborers, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. The above additional transfers shall only be made by mutual consent.

2012-2015
Laborers
Agreement
Page 54

ATTACHMENT #1

CONTRIBUTIONS PAYABLE TO TRUST FUNDS

EFFECTIVE	07/01/12	07/01/13**	07/01/14**
Laborers' Health and Welfare Fund for Southern California	\$6.81		
Construction Laborers' Pension Fund for Southern California	\$6.00		
Construction Laborers' Vacation Fund for Southern California	\$3.90*		
Laborers' Training and Retraining Fund for Southern California	\$0.64		
Fund for Construction Industry Advancement	\$0.08		
Center for Contract Compliance Trust Fund	\$0.25		
Contract Administration Fund	\$0.07		
Laborers Trusts' Administrative Trust Fund	\$0.09		

* Includes Supplemental Dues contribution

FUTURE INCREASES **

07/01/13:	\$1.25, to be allocated by the Union
07/01/14:	\$1.75, \$0.25 to Pension, remainder to be allocated by the Union

**To be allocated by the Union to (1) Hourly wage rate; (2) Health & Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Any combination thereof.

EXHIBIT 2

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2015 - 2018
 Laborers
 Agreement

INDEX

	<u>Article</u>	<u>Page</u>
4 x 10 Work-Week	XVIII (C)	35
Apprentices – Ratio	XXVII (B)	52
Apprentices – Wage Rates	XXVII (F)	52
Apprenticeship Fund and Training Fund	XXVII (F2)	52
Arbitration (Collective Bargaining Grievance of Disputes)	Appendix C	58
Area Covered	I (B1)	02
Breaks (Rest Periods)	XVI (D)	32
Business Representatives	VII (A)	26
Center for Contract Compliance	XXII	46
Classifications	VIII	27
Contract Administration Fund	XXI	46
Contributions to Trust Funds	Attachment No. 1	62
Coverage	I	02
Davis-Bacon	XXVI	51
Definitions	I (A)	02
Delinquencies	XXV	48
Demolition Work	I (D)	4
Dispatching Procedures	III (A)	10
Drinking Water	XVII (D)	34
Drug and Alcohol Abuse Prevention Program	XXVIII	53
Emergencies	XVIII (H)	37
Employee Rights	V	21
Equal Employment Opportunity	XIII	30
Favored Nations Clause (Existing & Other Agreements)	X	29
Foreman – Ratio	III (G)	18
Foreman – Wage Rate	XV (C)	31
Fringe Benefits	Att. No. 1	62
Fund for Construction Industry Advancement	XX	46
General Provisions	I	2
General Saving Clause	XI	29
Grievances and Disputes, Procedure for Settlement	VI	23
Grievance of Disputes (Collective Bargaining Arbitration)	Appendix C	58
Health and Welfare	XIX (C)	39
Healthy Workplace Healthy Family Act	Appendix B	57
Heat Illness (Preventative Recovery Period)	XVI (E)	33
Hiring Provisions	III	10
Hiring – Transfer of Employees	III (G)	17
Hiring – Name Call	III (A)	10
Holidays	XVI (A)	31
Jobsite Transportation	XVII (E)	34
Jurisdictional Disputes	IV (D)	18
Just Cause (Discharge of Employees)	III (A7)	15
Laborers Trusts' Administrative Trust Fund	XXIII	47
Manhole Building	I(L)	7
Material, Supplies, Equipment, Purchase of	V (F7)	21
Meal Periods	XVI (C)	32
Mobility (Transfer of Employees)	III (G)	17
Other Agreements	X	29
Overtime, Rates	XIX (A)	39
Overtime, Shift	XVIII (A)	34
Owner-Operators	V (K)	22

2015 - 2018
Laborers
Agreement

	<u>Article</u>	<u>Page</u>
Paid Sick Leave (State Law Waiver).....	Appendix B.....	57
Parking.....	XVII (C).....	34
Partnership for Jobs Industry Advancement Fund.....	XXIV.....	47
Payment of Wages.....	XVI (B).....	31
Pension Plan.....	XIX (D).....	40
Pre-job Conference.....	XIV.....	30
Protective Clothing.....	XVIII (P).....	39
Repairs, Warranty.....	I (C).....	4
Reporting Time and Minimum Pay.....	XVIII.....	37
Residential Wages.....	XIX (J).....	45
Residential Work.....	Appendix A.....	54
Rest Periods (Breaks).....	XVII (D).....	32
Rest Periods (Day of Rest).....	XVII (B).....	33
Safety.....	XVII (A).....	33
Saturday Make-Up Day.....	XVIII (D).....	36
Scope of Work.....	I (B).....	02
Shift Work.....	XVIII (A).....	34
Shift Work - Multiple Shifts.....	XVIII (B).....	35
Shift Work - Special Shifts.....	XVIII (F).....	36
Shops.....	I (B6).....	04
Show-up Time.....	XVIII (L).....	38
Sick Leave (State Law Waiver).....	Appendix B.....	57
Signing of Documents.....	XVII (F).....	34
Starting Times.....	XVIII (A2).....	34
Stewards.....	VII (B).....	26
Strikes, Lockouts, Jurisdictional Disputes.....	IV.....	18
Subcontracting.....	V.....	19
Subsistence.....	XVIII (I).....	37
Superintendents – Trust Fund Contributions.....	XV (D).....	31
Supplemental Dues.....	III (E).....	16
Term, Termination and Renewal.....	XII.....	29
Tide Work.....	XVIII (G).....	36
Training and Retraining Trust.....	XIX (F).....	41
Transfer of Employees.....	III (G).....	17
Union Recognition.....	II.....	9
Union Standards.....	V.....	19
Unit Work (other Agreements).....	I (J).....	7
Vacation Plan.....	XIX (E).....	41
Wage Scales.....	XIX (J).....	42
Warranty, Repairs.....	I (C).....	4
Watchmen.....	XIX (J).....	45
Water Truck (Two-Axle).....	Appendix D.....	61
Work Assignments.....	IV (E).....	19
Work Covered (Scope of Work).....	I.....	2
Work Day.....	XVIII (A1).....	34
Work Day or Work-Week – Change in.....	XVIII (A1).....	34
Work Preservation.....	V.....	21
Working Rules.....	XVIII.....	34
Yards.....	I (B6).....	04

SOUTHERN CALIFORNIA

AGC/LABORERS MASTER AGREEMENT

2015 - 2018

This Agreement entered into this first day of July 2015, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association, and the Southern California Contractors Association, Inc., on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS; and, the Southern California District Council of Laborers affiliated with Laborers' International Union of North America, AFL-CIO, on behalf of itself and on behalf of its affiliated Local Unions which have jurisdiction over the work in the territory hereinafter described, all affiliated with the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations; hereinafter referred to as the UNION.

Purpose

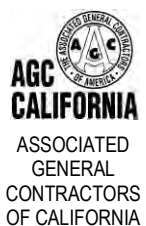
The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

To effectively implement the foregoing, the parties to the Agreement hereby establish a Committee to meet quarterly composed of three (3) representatives appointed by the Southern California District Council of Laborers and three (3) representatives appointed by the Southern California General Contractors. This Committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to recommend such changes as it deems to be in the best interest of the parties to the Agreement, which changes, if approved as set forth below, shall not be subject to Article X, Paragraphs A or B of the Agreement.

Approval of any change shall not be subject to Article IV or VI of the Agreement, and shall require a written agreement approved and executed by duly authorized representatives of the Southern California District Council of Laborers and the Southern California General Contractors.

This Committee shall be empowered to develop rules and procedures for its deliberations.



Article I General Provisions

A. Definitions

- (1) The term “Contractor” or “Employer,” as used herein, shall refer to an Employer party to or bound by this Agreement.
- (2) The term “Association,” as used herein, shall refer to the Associations previously named and signatory to this Agreement.
- (3) The term “Union,” as used herein, shall refer to the Southern California District Council of Laborers and its affiliated Local Unions which have jurisdiction over the work in the territory covered by this Agreement. The term “Local Union”, as used herein, shall refer to a local Union affiliated with Southern California District Council of Laborers, which has jurisdiction over the work in the territory covered by the Agreement.
- (4) The term “Workman” or “Workmen,” as used herein, shall refer to a person, or persons, in the labor market who are not employed.
- (5) The term “Employee(s)” as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement.
- (6) The term “Superintendent” as used herein shall refer to an employee who does not work with the tools of the trade and who may supervise employees working at the trade.
- (7) All personal nouns and pronouns refer to the male and female gender.
- (8) The “Method of Delivery of Written Notices” required by this Agreement shall be satisfied by one of the following means of delivery: email, fax, certified mail or regular mail.

B. Coverage

1. This Agreement shall apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this paragraph, employed to perform or performing any construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereafter in this Agreement in the area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.
2. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms or corporations who at the time of execution of this Agreement are, or during the term hereof become, eligible members of the Associations.

3. Each individual Contractor, whether corporate or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement. The Union shall not dispatch workers or permit employees to work for a person, firm, limited liability company, partnership, joint venture or other legal entity who, as a “broker”, or subcontractor, furnishes workers to perform work covered by this Agreement, or who arranges for workers to be placed upon the payroll of a Contractor. A “broker” is a person, firm, limited liability company, partnership, joint venture or other legal entity, including a Contractor or Subcontractor, who hires or arranges for the hire of jobsite employees but does not supervise or control their work or maintain the equipment they use.
4. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations, irrespective of any similarity between this Agreement and any such other Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions hereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering existing and other Agreements.
5. This Agreement shall cover all work coming within the claimed jurisdiction of the Laborers’ International Union of North America, including all work involved in laying and installation of pipe, to be performed at the jobsite as set forth in Article I of this Agreement.
 - (a) It shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work:
 - (b) Street and highway work, grading and paving, excavation of earth and rock, including non-destructive utility line location (hydrovac operations), including all subsurface imaging, including but not limited to the operation of ground and surface penetrating radar, video/CCTV pipe inspection equipment, and radiographic equipment, all subsurface imaging and mapping, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, underground communication and conduit installation, fiberoptic installation, blowing, splicing, testing and related work for telephone, T.V. or other communication transmission through conduit, encasement of conduit by concrete, slurry or other materials, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.

- (c) The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, weatherization, green energy work, geothermal, wind, water, solar energy installations and appurtenances thereto, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.
 - (d) All work involved in laying and installation of industrial pipe regardless of the material used or substance conveyed.
 - (e) All work involved in laying and installation of pipe both outside and within sewage filtration and water treatment plants, including, but not limited to, mechanical and pressurized pipe within.
 - (f) All work involved in laying and installation of landscaping irrigation pipe.
6. Repairing of power tools on the jobsite in connection with Laborers work. All work performed in the Contractor's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor for use on the project shall be subject to the terms and conditions of this Agreement.

C. Repairs

Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

D. Demolition

It is agreed that where demolition work is included under the terms of the job specifications of the General Contractor or subcontractor such work, including the salvage of the material from the buildings to be demolished, as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale, shall be performed by a person, firm or corporation signatory to this Agreement.

- E.** This Agreement shall cover all work coming within the claimed jurisdiction of the Laborers' International Union of North America, including all work involved in laying and installation of pipe, to be performed at the jobsite as set forth in Article I of this Agreement.

- F.** Subject to the preceding paragraph, and subject to Paragraphs I and K of this Article, it is agreed that Laborers work shall include but not be limited to:

- 1. All work necessary to tend all other building trades craftsmen, including stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening,

horticulture, landscaping, trackmen (construction, maintenance and repair), cleanup of debris, grounds and buildings, the unloading of trucks and moving of equipment, material, furniture and cabinets on the jobsite, and all General Laborers' work. The hoisting of rods except when a derrick or outrigger operated by other than hand power is used is claimed as Laborers' work, also the erection and dismantling of scaffolding regardless of height.

2. All work in connection with excavation for building and other construction including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps.
3. All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, patching, sandblasting, water blasting, mixing, handling, shoveling, rough-strike off of concrete, concrete that may be hand worked by any method or means, conveying, pouring, handling of the chute from readymix trucks, walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks, concrete pumps and similar type machines, grout pumps, nozzle men, (including gunmen and potmen), vibrating, guniting and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work, cutting of concrete piles and filling of cracks by any method on any surface.
4. Preparation, installation and application of epoxy, including the setting of dowels.
5. All work in the excavation, grading, preparation, concreting, asphalt and mastic paving, paving, ramming, curbing, flagging, traffic control by any method, and laying of other stone materials, and surfacing of streets, ways, courts, underpasses, overpasses and bridges.
6. All work in connection with the operation of spreader boxes, such as True-Lay, Rola Pavers and Laytons or similar type models, including but not limited to shoveling and shifting material and cleaning of boxes.
7. All work in connection with the cutting of streets and ways for all purposes, including aligning by any method, digging of trenches, manholes, etc., handling and conveying of all materials for same; concrete of same; and the backfilling, grading and resurfacing of same.
8. All work in connection with the construction of caissons, cofferdams, subways (except as covered by the Tunnel Master Labor Agreement), aqueducts, irrigation water lines, culverts, flood controls, and both metallic and non-metallic drains and sewers, any type of conduit, no-joint pipe, including the cribbing, lagging, bracing, sheeting and checking grade for pipe laying, trench jacking and handling of hand-guided lagging hammers on all open trenches and ditches.
9. All work in connection with the shoring and under-pinning, including cutting, fitting, placing and raising, of all structures, soldier beams and sheet beams.
10. All work in connection with drilling, all work of loading, placing and blasting of all powder and explosives of whatever type, regardless of the method used for such loading and placing. All power drills (whether core, diamond, wagon, track,

multiple unit or other) and any and all types of mechanical drills without regard to motive power, size of drill bit, or self contained nature of the machine.

11. All helper work on water well drills.
12. All work involved in the construction, replacement, alteration or modification of all rail lines, including salvage, demolition and take up, on main lines, siding, service lines or on any structures part of or appurtenant to such facilities, whether located on railroad, public or private property and rights of way of any sort.
13. All signaling and rigging in connection with Laborers' work.
14. All work in connection with the wrecking of buildings and structures as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale.
15. All work in connection with the slinging, handling and placing of all riprap, rock and stone on highways, jetties, retaining walls or wherever used, wrecking yards and wrecking work on construction and/or razing sites.
16. The operation of remote controlled robotic equipment in connection with Laborers' work.
17. Mechanically stabilized earthen wall construction and installation.
18. All work on precasting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.
19. All stocking and distribution of drywall material after it has been delivered to the jobsite; general cleanup of drywall scrap, framing scrap, lathing scrap, roofing scrap, plastering scrap, electrical scrap and associated materials; jobsite distribution of all appliances, ranges and furniture as well as cleanup work associated therewith.
20. The installation of all forms of fencing of any type or material including, but not limited to, chain link, V-mesh, rectangular and square mesh fabrics, revetments, wire netting and barb wire, baseball backstops, tennis courts, cribs, cages, window guards and safety screens, interior and exterior. All screens including panels of metal, fiberglass, glass or synthetic materials. Metal corrals, pens, runs or enclosures. Metal and wood guard rail, road markers and street signs. Post and cable or chain fences or barriers. Installation of recreational game equipment including swings, slides, climbing structure, basketball backstops, net post and bars. Installation of metal gates and mechanical operators. Balcony railings where wire mesh, metal or wood panels are involved. Flag poles and street subdivision identification sign posts. All post hole drilling or excavation and the driving of fence posts for the work described above. The loading, moving and unloading of fencing materials.
21. Installation and cutting of pavers and paving stone.
22. Operation of all small skid steer loaders.

G. Classifications listed in this Agreement which are not listed under this Section shall be included in the coverage and description of Laborers' work claimed just as though

incorporated in full in this Article. This does not restrict the Laborers from performing other work.

- H.** Any Contractor not signatory to both the Laborers' Tunnel Agreement and the Master Labor Agreement shall agree that whenever work is performed which is covered by the terms of the Laborers' Tunnel Master Agreement for the Eleven Southern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the individual Contractor.
- I.** It is agreed that work covered by the following agreements: Plaster Tenders, Brick Tenders, Tunnel, Guniting, Asbestos, Housemovers, Horizontal Directional Drill, Parking and Highway Improvement and Landscape are a part of the work description covered by this Agreement and are a part of the bargaining unit work covered by this Agreement for work in the Eleven Southern California Counties. To the extent that any work covered by such agreement is encompassed by any construction agreement being performed by or let to the Contractor, such other wages, hours and economic terms of employment shall be considered a part of this Agreement in the Eleven Southern California Counties by reference. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Article V shall be applicable to such work.
- J.** This Agreement shall not prevent the Contractor from negotiating or making agreements with the Laborers' Union for any work or classification not covered by this Agreement.
- K.** Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different materials, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto will be given preference for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new or different method or technology; and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement, regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material, or new or different method or technology.
- L.** Manhole building shall be performed by bargaining unit employees qualified to perform manhole building. The Contractor may subcontract such work to a licensed contractor whose bargaining unit employees shall perform such work. Such subcontract shall in all ways comply with the Article of this Agreement dealing with subcontracting. Bargaining unit employees shall receive wages and benefits equivalent to or greater than those contained in this Agreement for unit employees performing such work. In either case the bargaining unit employees shall receive benefits for actual hours worked, as per Article XVIII, Paragraph M, of this Agreement.
- M.** Work involved in laying and installation of pipe which is covered by this Agreement shall include, but shall not be limited to:
 - 1. All work incidental to the laying of pipe, the unloading, handling and distribution of all pipe, fittings, tools, materials, equipment and laser beam operation.
 - 2. Industrial pipe fitting in connection with Laborers' work.

3. All inside pipe coating or lining by any method including joint finishing; pipe bursting.
 4. Welding, certified or otherwise, in connection with Laborers' work.
 5. Installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.
 6. Installation of valve boxes, thrust blocks, both precast & poured in place, pipe hangers & supports incidental to installation of the entire piping system.
 7. Start-up testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Agreement.
 8. Any line inside a structure which provides water to work covered by this Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping.
 9. All piping for ornamental stream beds, waterways and swimming pools.
 10. All piping for sewers and drain lines and all preparation on the jobsite allied directly thereto, including fabrication, replacement, repair and service of such installations.
 11. All temporary irrigation and lawn sprinkler systems, all temporary water lines.
 12. All decorative landscaping, such as decorative pools, ponds, reflecting units, hand grade landscaped areas, finish grade, spread top soil, build mounds, trenching by normal methods, backfill trenches, seed lawns, lay sod, use of ground cover such as flatted materials, riprap, gravel & rock, crushed rock, pea gravel and all other landscapable ground covers, installation of header boards and mowing edges, soil preparation such as wood shavings, fertilizers (organic, chemical or synthetic), top dress ground cover areas with bark or any wood, residual or other specified top dressing.
- N.** All work in connection with the handling, control, removal, abatement, encapsulation or disposal of toxic waste. The work tasks shall include, but not be limited to, the erection, moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment used in the handling, control, removal or disposal of toxic waste; as well as the bagging, cartoning, crating, or otherwise packaging of materials for disposal.
- O.** All work in connection with traffic control, including but not limited to flagging, signaling, assisting in the moving and installation of barriers and barricades including k-rail, safety borders and all equipment; operation of pilot trucks.
- P.** All work in connection with geotechnical, toxic or hazardous waste, environmental remediation, environmental investigation, anode or cathodic protection drilling, including but not limited to helper, drilling crew foreman, operation of geotechnical or environmental drills and development equipment without regard to motive power, size of drill bit or gig, type or method of drilling or self contained nature of the machine. Drills include but are not limited to Central Mine Equipment (CME), Foremost, Geoprobe or other similar makes.
-

- Q. Demolition and installation of artificial (synthetic) turf and tracks, playground surfaces and pathways, whether rubberized or of other material.
- R. Assembly and installation of modular buildings in connection with laborers work.
- S. Operation of all vehicles in connection with laborers work.
- T. Installation of metal lockers and related work.

Article II Union Recognition

- A. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. The Union has requested recognition as the Section 9(a) representative of the employees performing laborers' work covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Associations and each Contractor expressly acknowledge that they and each of them have satisfied themselves that the Union represents a majority of the employees employed to perform laborers' work and agrees that the Union is the collective bargaining representative of such employees. The Associations on behalf of themselves and each of their members and each Contractor specifically agree that they are establishing or have established a collective bargaining relationship by this Agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947 as amended. The Union is recognized as the sole and exclusive bargaining agent for itself and all its affiliated Local Unions. Any dispute concerning this paragraph shall be resolved by a mutually agreed upon neutral Arbitrator, either during the term of this Agreement or any time thereafter. The Associations on behalf of themselves and their respective member Contractors bound to this Agreement specifically agree that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foremen.
- B. The Union recognizes the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association, and the Southern California Contractors Association, Inc., as the sole and exclusive bargaining representatives for their respective eligible members, present and future, who are or who become bound by this Agreement and agree that during the term of this Agreement it will not negotiate or enter into any agreement with such individual members of the Associations relative to part or all of the subject matter covered by this Agreement.
- C. This Agreement shall be binding upon each and every eligible member of the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association, and the Southern California Contractors Association, Inc., with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association, and the Southern California



Contractors Association, Inc., shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any eligible member shall resign or be suspended from any of the Associations prior to the expiration date of this Agreement and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement, provided, however, that as to such former or suspended members, the provisions of Article IV and Article VI shall not apply from the time when such member resigns or is suspended from any of the Associations. Such former or suspended member shall automatically be bound by all of the terms of the Laborers' Short-Form Agreement for the Construction Industry except that he may terminate the Short-Form Agreement by giving the appropriate Association and the Union at least sixty (60) days written notice prior to June 30, 2018 (or June 30 of any subsequent year if the Union fails to give notice in 2018) of his intent not to be bound by any new or renewed agreement. Thereafter the termination clause of the Short-Form Agreement shall apply. The Associations will advise the Union of any new or resigned or suspended members within thirty (30) days after admission to membership or change in membership status.

Article III Dispatching Procedures, Hiring Hall Provisions

- A.** In the employment of workmen for all work covered by this Agreement, the following provisions shall govern:
1. Each Local Union shall establish and maintain an employment facility at which it shall establish and maintain an open and non-discriminatory employment list for the use of applicants for employment in the geographical area serviced by that employment facility.
 2. Applicants shall be registered on the employment list in the order of time and date of registration. There shall be five (5) groupings in the out-of-work list as hereinafter more particularly described.
 3. Each applicant for employment shall be required to furnish such data, records, names of employers, length of employment or other information as may be considered necessary to the operation of said employment lists and each applicant shall complete prior to registration such forms for recording such information as may be submitted to him. Applicants shall list any special skills which they may possess.
 4. The Contractor shall first call the employment facility servicing the geographical area in which the project is located on which employees are needed and that employment facility shall immediately dispatch to the Contractor the number of qualified and competent applicants of the classifications needed and requested by the Contractor. The employment facility shall dispatch workmen strictly in accordance with the provisions of this Agreement.
 5. It shall be the responsibility of the Contractor, when ordering men, to give the employment facility all of the pertinent information regarding the prospective employment.
 6. (a) The employment facility will furnish in accordance with the request of the Contractor each such qualified and competent applicant from among those registered on said employment list to the Contractor by use of a written dispatch slip stating information pertinent to the prospective employment, in the order of preference stated below. The selection of applicants for dispatch to jobs shall be on a non-discriminatory basis and shall not be

based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The order of preference in the dispatch of applicants who are available for employment is as follows:

- Group A: Applicants whom a Contractor requests by name who have been laid off or terminated from employment of the type covered by this Agreement in the area served by the employment facility within five (5) years before a request from the same Contractor or a joint venture of which one (1) or more members is a former employer, who laid off or terminated them provided they are available for employment. This provision shall also apply to individual employers wishing to rehire employees of a joint venture of which the individual employer was a member.
- Group B: In addition to requests permitted in Group A, above, the Contractor may request for employment (a) any person who has graduated from Apprentice to Journeyman status within the last twelve (12) months prior to the request; (b) any person in Wage Classification Groups II, III, IV, and V who is registered on the out-of-work list out of order for any reason; provided, however, that a person requested under this section has worked at least three hundred (300) hours under this Agreement in the previous six (6) months in the area served by the Local Union employment facility, or has been available for work on the out of work list at least three hundred (300) hours (calculated at eight [8] hours per day) at the Local Union employment facility, or a combination of both totaling at least three hundred (300) hours; and (c) any person to work in Wage Classification Group I who is registered on the out-of-work list out of order for any reason, provided, however, that a person requested under this section has worked at least one thousand (1,000) hours under this Agreement in the previous twelve (12) months in the area served by the Local Union employment facility, or has been available for work on the out of work list at least one thousand (1,000) hours (calculated at eight [8] hours per day) at the Local Union employment facility, or a combination of both totaling at least one thousand (1,000) hours. Under this section, working in the area served by the Local Union employment facility shall include a person dispatched to a Contractor in that area and then transferred by the Contractor to another area pursuant to the transfer provisions contained in this Agreement. At no time shall any job contain more than fifty (50%) percent of persons requested under this section. Any Local Union, may at its option, permit a percentage of individual requests greater than fifty (50%) percent on any job.
- Group C: Applicants whose names are entered on the employment list of the registration facility and who are available for employment and who have been employed in the type of work covered by this Agreement within the geographical jurisdiction of the Union, excluding San Diego County, for at least one hundred (100) hours within the preceding year. Workmen in Group C shall be referred on a first-in, first-out basis; that is, the first man registered in that group shall be the first man referred.

Group D: All other applicants whose names are entered on the employment list of the registration facility and who are available for employment. Workmen in Group D shall be referred on a first-in, first-out basis; that is, the first man registered in that group shall be the first man referred.

- (a) Apprentices: The Local Union, through the Joint Apprentice Committee, shall dispatch Apprentices from a separate list on a first-in, first-out basis: that is, the first person registered in that group shall be the first person referred; provided, however, a Contractor may request an Apprentice by name and such Apprentice shall be dispatched regardless of the Apprentice's placement on the list.
- (b) Expedited Dispatch Group: The Union recognizes the need of the Contractor to have the Union dispatch workers on an expedited basis to jobsites, and the Contractor recognizes the requirement for the Union to operate a fair hiring hall. Notwithstanding any other provision of this Article, if the Contractor contacts the Local Union after posted dispatch hours and requests workers to be dispatched to a jobsite within twenty-four (24) hours of the Contractors' call to the Local Union (and the Contractor does not request the worker by name pursuant to Group A and B, above), the Local Union shall dispatch the person nearest to the top of the out-of-work list who is present at the Local Union hiring hall and if no one is present, then the person nearest to the top of the out-of-work list who can be contacted by telephone. If the Local Union cannot contact a person by telephone after one telephone call, the Local Union shall call the next qualified person on the list. A person who is not present at the Local Union hiring hall or reachable by telephone for an Expedited Dispatch shall not be eliminated from the out-of-work list.
- (c) Notwithstanding the provisions of this Article, a worker shall be given preference in the order of dispatch under any of the following circumstances:
 - (i) A Contractor becomes newly bound to this Agreement and requests the dispatch of its existing employees at the time the Contractor becomes bound.
 - (ii) A Contractor agrees to sponsor an employee as a Journeyman Laborer who has not worked under any Laborers Union Agreement; provided the Contractor agrees in writing that it intends to employ the worker on a full time basis. The Contractor shall send a letter to the Local Union to document its request.
 - (iii) A worker is "stripped" from a non-union employer and is dispatched to a Contractor.
 - (iv) A worker is a certified job steward and is dispatched to the job to act in such capacity. At no time shall any job contain more than fifty percent (50%) of persons

requested under subsection b, c and d, above. Any Local Union may, at its option, permit a percentage of individual requests greater than fifty percent (50%) on any job.

- (d) For Contractor requests by name pursuant to the provision of Article III, Section 6(a), Group A and B and Apprentices, above, the Contractor shall document the request in writing, dated, signed by an appropriate management representative, specifying whether the person is a rehire and names the job for which the referral is requested.
- (e) Available for employment shall mean persons eligible for referral and present at the hiring hall or present at their residence telephone (if the Local Union permits dispatching by telephone) during the Local Union's posted dispatch hours, and all persons eligible for referral and present at the hiring hall after posted dispatch hours, unless excused for the following reasons:
 - (i) When death occurs in the immediate family, from the date of death and not exceeding one (1) week after the date of burial; provided, however, that the applicant produces bona fide proof of such death.
 - (ii) Persons on jury duty, provided they produce bona fide proof they are serving on jury duty.
 - (iii) Persons temporarily serving in the U.S. Military Reserve, provided they produce bona fide proof of such service.
 - (iv) Required attendance at a Workers' Compensation hearing or other administrative or court hearing, provided they produce bona fide proof of their required attendance at such hearing.
 - (v) Any other reason stated in the Local Union's hiring hall rules.
- (f) Persons shall be eliminated from the registration list for the following reasons:
 - (i) Dispatched to a job, except that a person who is rejected by the Contractor or fails to complete five (5) days of work (or such other period of time set forth in a Local Union's hiring hall rules) shall retain his/her position on the list. Upon request of the Contractor, no person who is rejected by the Contractor shall be dispatched again to the Contractor. Upon Local Union's request, the Contractor will confirm its request in writing.
 - (ii) Failure to accept the dispatch.

- (iii) Unavailable for employment during posted dispatch hours.
 - (iv) Failure to report to a job to which the person was dispatched.
 - (v) Failure to register or attend roll call in accordance with the Local Union's rules.
 - (vi) Any other reason stated in the Local Union's hiring hall rules.
- (g) There is hereby established a Joint Referral Committee consisting of four (4) representatives of the Contractor and four (4) representatives of the Union. The establishment of the Committee is for the purpose of interpreting and enforcing all the terms and provisions of Article III, A. Any person having any disagreement with an applicant's placement or dispatch under Article III, A, shall submit his grievance to the Joint Referral Committee, by filing a written grievance with the Local Union stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance. The Joint Referral Committee shall have full power to adjust the grievance and its decision shall be final and binding upon the person submitting the grievance and all other parties involved in the dispute. In the event of deadlock of the Joint Referral Committee, the grievance shall be referred to the permanent hiring hall neutral arbitrator, whose decision shall be final and binding. The costs of arbitration shall be borne equally by the Employer and the Local Union involved in the dispute. Forms for the submission of any such grievance shall be available at all times in the offices of the Local Unions. Neither the Joint Referral Committee nor the permanent hiring hall neutral arbitrator has the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.
- (h) The parties agree that, at its option a Local Union may elect to delete Group D by posting written notice of such election at the place of dispatch.
- (i) When ordering workmen, the Contractor will give notice to the appropriate Local Union, or its Agents, not later than 2:30 P.M. of the day prior (Monday through Friday), or in any event, not less than seventeen and one-half (17½) hours before the required reporting time; and in the event that forty-eight (48) hours after such notice the appropriate Local Union, or its Agents, shall not furnish such workmen, the Contractor may procure workmen from any other source, or sources. If workmen are so employed, the Contractor will immediately report to the Local Union having work and area jurisdiction, or its Agents, each such workman by name.

7. This section shall be known as the Laborers' Code of Performance. Without diminishing in any manner the Contractor's rights under Section F of this Article, should any Laborer referred for employment be terminated for cause as defined under this section, his or her referral privileges shall be suspended automatically for one (1) month. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six (6) months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely (time period begins from date of first discharge). A termination "for cause" under this section is defined to include a termination for excessive absenteeism, excessive tardiness, lack of required skills (not applicable to apprentices), insubordination or theft.

- (a) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the designated panel or an arbitrator shall be final and binding.
- (b) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council may, upon written request of the applicant, vacate or reduce the period of suspension. A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training, whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion.
- (d) The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it.
- (e) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer designated by and whose cost shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue(s). The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.

- B. 1. New Employees who have not worked under this Agreement may be employed by the Contractor as a journeyman, if so requested by the Contractor and if in accordance with this Agreement. Otherwise, all such employees should be screened

and tested by the Joint Apprenticeship Committee to determine whether the employee is a journeyman or should be registered as an apprentice.

2. In the event an employee is employed as a Journeyman at the request of a Contractor pursuant to Section 1, above, and leaves the employment of the Contractor and returns to the Local Union for dispatch, the employee shall be referred to the Joint Apprenticeship Committee for screening and testing to determine whether the employee shall maintain journeyman status or should be registered as an apprentice. The JAC's decision shall determine whether the employee is placed on the journeyman or apprentice out-of-work list for dispatch to another employer.
- C. It is agreed that all employees covered hereby shall be, or become, on the eighth (8th) day after employment or the eighth (8th) day after the execution of this Agreement, whichever is later, and remain continuously, members in good standing of the Union signatory hereto through its affiliated Local Unions having work and area jurisdiction and on whose behalf this Agreement is executed as a condition of employment. Membership in such Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to such Union.
- D. The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employee's non-payment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee forty-eight (48) hours within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith. The Union will hold the Contractor harmless for compliance with this Section.
- E. Supplemental Dues
1. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum certified by the Union as the amount owing for supplemental dues from the amounts required to be paid by the third paragraph of Attachment No. 1 of this Agreement for each employee for each hour worked or paid for in each payroll period, as special supplemental dues. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") as agent for the purpose of receiving and holding written authorization cards and for receiving, holding, allocating and distributing the dues monies.
 2. Said supplemental dues shall be transmitted to the Dues Trust concurrently with, but not as a part of, the Employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California. All sums deducted by the Employers pursuant to the provisions of this Section shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Section shall, from the instant of their transmittal, be considered vacation contributions if no such proper authorization shall have been furnished and shall be held by the Vacation Trust for the account of the employee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust, on the other, the bank shall separate the funds transmitted into dues and vacation contributions, respectively, based upon whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written authorization

referred to above. All costs incidental to receipt, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Southern California District Council of Laborers and/or the Dues Trust, as agent for the Contractor, within fifteen (15) days following the first year or any year thereafter, revokes such authorization.

3. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum authorized by the employee as the amount owing for contribution to the LiUNA PAC, or other Political Action Committee from the amounts required to be paid to the Vacation Trust pursuant to Attachment No. 1 of this Agreement for each employee for each hour worked or paid for in each payroll period. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") and they hereby designate the Dues Trust as agent for the purpose of receiving and holding written authorization for, and for receiving, holding, allocating and distributing moneys designated by employees as political contributions.
 4. Said contributions shall be transmitted to the Dues Trust concurrently with, but not as a part of, the Employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California. All sums deducted by the Employers as contributions pursuant to the provisions of this Section shall, from the instant of their deduction, be considered, contributions to LiUNA PAC or other designated Political Action Committee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust, on the other, the bank shall separate the political contributions and deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written contribution authorization. All costs incidental to receipt, administration and remittance to the LiUNA PAC or other Political Action Committee shall be paid from the political contributions made into the Dues Trust or, at the Union's election, paid by the Union; and the Contractor shall not, by virtue of this provision, incur any additional cost. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement.
- F.** Subject to the foregoing, the Contractor shall have complete freedom of selectivity in hiring and the Contractor retains the right to reject, for any reason, any job applicant referred by the employment facility. The Contractor may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Contractor against any applicant or employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.
- G.** The Contractor recognizes the desirability of employing workmen from the area in which the work is located and the Union recognizes that in the employ of the Contractor are Laborers who are necessary to the efficient continuity of the Contractor's operations.
1. For jobsites located in Imperial, Inyo, Kern, San Luis Obispo, Santa Barbara and Ventura Counties and Santa Catalina Island, the Contractor may transfer up to eight (8) Laborers per project. After the transfer of no more than eight (8) Laborers, the

Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area (this restriction shall not apply to the foreman). The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. Dispatch slips for employees transferred from another area shall be submitted by email, fax or personal delivery. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional Laborers, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. The above additional transfers shall only be made by mutual consent.

2. For jobsites located in Los Angeles, Orange, Riverside and San Bernardino Counties, the Contractor may transfer up to eight (8) Laborers per project. Provided the Contractor conducts a pre-job conference or sends a written notice to the Union and advises the Union of the projected steady workforce for the jobsite, the Contractor may also transfer the lesser of fifteen (15) Laborers or twenty percent (20%) of the number of workers who make up the difference between the eight (8) Laborers initially transferred and the projected steady workforce. If no pre-job conference is held where the Union is so advised nor written notice provided to the Union, the provisions of subsection G (1) above shall apply. After the transfer of Laborers pursuant to the formula stated above, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area (this restriction shall not apply to the foreman). The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. Dispatch slips for employees transferred from another area shall be submitted by fax or personal delivery. The Union will not unreasonably withhold issuing a clearance.

- H. Employees employed by any Contractor pursuant to the terms of this Agreement shall not be removed nor transferred by the Union unless the prior approval of the Contractor has been obtained.

Article IV Strikes - Lockouts - Jurisdictional Disputes

- A. It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedures set forth in Article VI and that during the term of this Agreement the Union shall not call or engage in, sanction or assist in a strike against, or any slowdown, or stoppage of

work of the Contractor. During the term of this Agreement, a Contractor shall not cause or permit any lockout of the employees covered under this Agreement.

- B. Except as otherwise provided in this Agreement, there shall be no strike, lockout or work stoppage by any party hereto or any individual Employer.
- C. No employee covered hereby may be discharged by an individual Employer for refusing to cross a primary picket line sanctioned by the Building and Construction Trades Council in the area or for engaging in any conduct protected by Sections 7 or 502 of the Labor-Management Relations Act of 1947, as amended.
 - 1. If work on a project is declared to be unfair as the result of a primary dispute by a Building and Construction Trades Council in the area and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this Agreement if, during the period of said work stoppage, the members of the Union fail to perform their work for the Contractor or their subcontractors.
- D. During the term hereof there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union and that all employees covered by this Agreement shall perform the work customarily performed by them.
- E. When making work assignments, the Contractor shall assign the work in accordance with existing intercraft agreements. In the absence of such intercraft agreements, then past practice or the prevailing practice in the locality shall apply. The Union will furnish the Association with approved intercraft agreements. The locality for the purpose of determining the prevailing practice shall be defined as the geographical area covered by this Agreement. If a dispute arises prior to the assignment of work, or where there is no predominant practice in the locality or intercraft agreement, the Contractor shall consult the representatives of the contesting trades regarding any arguments of facts the trades may wish to present to their claim to the work.
- F. Jurisdictional disputes shall be settled by the Unions themselves. If not settled, then the dispute shall be submitted to the International Presidents of the Unions involved in the dispute for determination. While such procedures are being invoked and exhausted, the work shall proceed as assigned by the Contractor. The Contractor and the Union shall be and are bound by such determination and decision and the misassignment, if any is found, shall be promptly corrected by the Contractor.

Article V Subcontracting, Employee Rights, Union Standards and Work Preservation

- A. The purposes of this Article are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workmen.
- B. Definition of Subcontractor. A subcontractor is defined as any person (other than an employee covered by this Agreement), firm or corporation, holding a valid state contractor's license where required by law, who agrees orally or in writing to perform, or who in fact performs for

or on behalf of an individual Contractor, or the subcontractor of an individual Contractor, any part or portion of the work covered by this Agreement.

- C. Neither the Contractor nor any of his subcontractors shall subcontract any work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work coming within the jurisdiction of the Union except to a person, firm or corporation party to an appropriate current labor agreement with the Union or with the appropriate Local Union.

1. The Contractor may ensure compliance with the subcontracting provision contained in this Section by inserting into any subcontract for covered work the following language: "Subcontractor acknowledges that Contractor has entered into the following labor agreements covering work at the construction jobsite with the Southern California District Council of Laborers and its affiliated Local Unions: Southern California Laborers Master Labor Agreement, effective July 1, 2015 to June 30, 2018 ("Master Labor Agreement"). The subcontractor acknowledges and agrees that a copy of the Master Labor Agreement is available to subcontractor.

"Subcontractor agrees that, as an essential condition to entering into this subcontract, it shall be bound to and shall comply with all of the terms and conditions of the Master Labor Agreement referenced above, including wages, trust fund contributions, working rules, the grievance/arbitration procedure and any other mechanism for the resolution of disputes contained in the Master Labor Agreement, on all covered work performed in the geographic area of the Master Labor Agreement. Subcontractor agrees that it shall be bound to the Master Labor Agreement, commencing with the first hour of work performed by its employees on this Project, and shall be bound to the Master Labor Agreement for all its construction work, whether or not the work is performed for the Contractor, for the duration of the Master Labor Agreement, and until timely terminated pursuant to the terms of the Master Labor Agreement, for the duration of successor Master Labor Agreements.

"Subcontractor further agrees to require all its subcontractors performing job site work of the type covered by the Master Labor Agreement referenced above to become bound to and comply with all of the terms and conditions of the Master Labor Agreement.

"Subcontractor acknowledges that the Southern California District Council of Laborers and its affiliated Local Unions, and the Construction Laborers Trust Funds for Southern California are the intended third party beneficiaries of this contractual provision and may enforce this provision directly against subcontractor."

2. No later than thirty (30) calendar days after execution of a subcontract, as specified in subsection 1, above, with a subcontractor not previously signed to the Master Labor Agreement, the Contractor shall deliver a copy of the cover page, Labor Relations Clause, and signature page of the subcontract to the Union.
3. If the Contractor complies with both subsections 1 and 2 above, the Contractor shall not be liable for a breach of the subcontracting provisions of this Section as to that subcontract, provided however, the Contractor shall be liable for the subcontractor's delinquent Trust Fund contributions only to the extent, if any, that such liability would otherwise exist under this Agreement.

-
4. In addition to any recovery of damages by the Union for a Contractor's violation of the subcontracting clause, the Trust Funds may recover damages in an amount equal to the full fringe benefit contribution rate in effect under this Agreement at the time of the violation, plus interest, audit fees, and liquidated damages, for each hour of covered work performed by the non-signatory subcontractor's employees. Such damages shall be payable to the Vacation Trust and shall be damages and not for the benefit of any specific individual.
- D.** Jobsite work covered by the Asbestos, Plaster Tenders, Brick Tenders, Tunnel, Gunite, Housemovers, Horizontal Directional Drilling, Parking and Highway Improvement and Landscape Agreements of the Union are a part of the work description and bargaining unit covered by this Agreement.
- E.** Any dispute involving this Article will be resolved under the grievance procedure of this Agreement. An award of the Laborers Joint Adjustment Board may be judicially enforced. Notwithstanding any other provisions of this Agreement, the Union shall not have the right to use strike or any other economic action to enforce any provisions of this Article on subcontracting.
- F.** The Contractor shall provide in his contract with the subcontractor the following provisions: "The subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article IV of this Agreement. The subcontractor agrees that he will bind his subcontractor to said procedures in the same manner and to the same effect as provided with respect to him."
- G.** The Contractor and his subcontractor shall have freedom of choice in the purchase of materials, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his subcontractor to refrain from the use of materials, supplies and equipment, which will tend to cause any discord or disturbance on the project.
- H.** In the event the Contractor is required to subcontract work on a public works project to a certified MBE/WBE/DBE subcontractor to meet requirements contained in governmental rules or regulations, the Contractor shall notify in writing the Local Union in whose jurisdiction the work is to be performed. The Union shall offer to sign the subcontractor to the Union's MBE/WBE/DBE Public Works Short-form Agreement.
- I.** In the event the Contractor is a partnership, no more than one (1) partner shall perform work covered by this Agreement. However, during each day on which the partnership employs on a full-time basis at least three (3) Laborer employees, pursuant to the terms of this Agreement, then one (1) additional partner shall be allowed to perform work covered by this Agreement. All partners who perform work covered by this Agreement and pursuant to this Paragraph I, shall be paid not less than the hourly wage rates stipulated in this Agreement for such work and the partnership shall contribute to all Trust Funds on behalf of all working partners at the hourly rates specified in Attachment #1, except the hourly Pension contribution rate which instead shall be paid to the Construction Laborers' Vacation Fund for Southern California. The Contractor shall be liable in damages to the Union in a sum equivalent to the hourly wage rate, and to the Trust Funds in a sum equivalent to the hourly contribution rate, for each hour worked by a partner in violation of Paragraph I.
- J.** In the event the Contractor is a sole proprietorship that employs other individuals or is not working for a contractor signatory to this Agreement and the sole proprietor performs work covered by this Agreement, the sole proprietor shall be paid not less than the hourly wage rates stipulated in this Agreement for such work and the sole proprietorship shall contribute to
-

all Trust Funds on behalf of the working sole proprietor at the hourly rates specified in Attachment #1, except the hourly Pension contribution rate which instead shall be paid to the Construction Laborers' Vacation Fund for Southern California. The Contractor shall be liable in damages to the Union in a sum equivalent to the hourly wage rate and to the Trust Funds in a sum equivalent to the hourly contribution rate for each hour worked by the sole proprietor in violation of this Paragraph J. If the sole proprietor is working for a contractor that is signatory to this Agreement, the sole proprietorship shall be considered an owner- operator subject to the provisions of Article V, Paragraph K.

- K.**
1. An Owner-Operator is a person who has legal or equitable title to his equipment and operates the equipment himself on work covered by this Agreement and he shall operate only that equipment to which he has legal or equitable title. An Owner-Operator shall have proof of ownership of the equipment being operated in his possession at all times and shall produce such proof of ownership upon request by the Union or Contractor. It is further agreed that any time an individual Owner-Operator has a piece of equipment operated by someone other than himself on any given job or project, the provisions of this Paragraph K will not apply to such equipment, rather the subcontracting provisions contained in Article V, Paragraph A to C of this Agreement shall become applicable.
 2. The Owner-Operator shall not be subject to the dispatch obligations contained in Article III of this Agreement, provided that the Owner-Operator has signed a W-4 form and becomes a bona fide employee of the Employer prior to going to work and the Union shall be notified of the name and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator is hired, such notice to be given to the Local Union in whose area the work is being performed and confirmed in writing within twenty-four (24) hours thereafter. A copy of the notification shall be furnished by the contracting Employer to the Owner-Operator, and this copy shall be in the possession of the Owner-Operator at all times, so long as he remains on the job or project. This notice must be produced upon request of the Union. Failure of the Owner-Operator to provide proof of ownership of the equipment being operated shall be cause for his removal from the job or project until the Owner-Operator and the Employer have complied with the requirements of this Paragraph K. The Owner-Operator is subject to the union security and supplemental dues provisions of Article III.
 3.
 - (a) Effective from the time the Owner-Operator first reports to work on the job or project, the Contractor shall take all necessary steps to make the Owner-Operator an actual bona fide employee of the Contractor. The Contractor shall retain and exercise supervision and control over the manner and means by which the Owner-Operator performs work under this Agreement, and shall treat the Owner-Operator in all respects as any other employee of the Contractor is treated, except as otherwise provided in this Paragraph K. The Contractor shall deal with the Owner-Operator solely in an employer-employee relationship, and shall not treat the Owner-Operator as a self-employed person, independent contractor or brokered service. The Contractor shall not act as broker of Owner-Operator services to any other party and any payment by the Contractor to any broker or other person except a signatory subcontractor for the services of an Owner-Operator shall be a violation of this Agreement.
 - (b) The Contractor shall not permit a self-employed person to perform any work covered by this Agreement, except as otherwise provided in Article V,

Paragraphs I and J. A "self-employed person" is one who works for an unincorporated trade or business in which that person owns ten (10%) percent or more of the interest in the capital or profits.

- (c) The Contractor shall be liable to the Trust Funds described in this Agreement in an amount equal to the contributions plus interest and liquidated damages from the date contributions would have been due that would have been paid on an employed person to perform work covered by this Agreement. The portion of the contribution designated as supplemental dues shall be forwarded to the Union by the Trust Administrator. The sums paid under this provision shall be as damages and not for the benefit of any specific individual.
 - (d) An incorporated Owner-Operator shall for the purposes of this Agreement, be designated and recognized as a subcontractor and subject to the provisions of Article V and, as such provide the Contractor, Union and Trust Funds with bona fide information to the effect of such incorporation.
4. Separate checks shall be issued to such Owner-Operator for [1] employee wages and [2] for his equipment.
 5. All hours worked or paid for under the terms of this Paragraph K shall be reported to, and payments made to, the Trust Funds, as provided for in this Agreement.
 6. The individual Employer will not devise or put into operation any scheme to defeat the terms of this section of this Agreement.
 7. If a Contractor, through the grievance procedure, is found violating any portion of this Article, the Contractor shall immediately pay compensatory damages in the amount of one (1) day's pay at the Group III rate for each day or portion of a day in which the violation occurred.

Article VI Procedure for Settlement of Grievance and Disputes

- A. There is hereby established a Laborers' Joint Adjustment Board consisting of four (4) regular and four (4) alternate representatives of the Contractors and four (4) regular and four (4) alternate representatives of the Union. The establishment of this Board and the purpose of its existence is for the purpose of interpreting and enforcing all the terms and provisions contained in this Agreement. No dispute, complaint or grievance shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing to the individual Contractor, the appropriate Association, or the Local Union and the Union within fifteen (15) calendar days, except on discharges, which shall be seven (7) working days after the alleged violation occurred.
- B. An individual employee having a grievance or dispute shall first attempt to adjust said grievance or dispute with the Contractor or his representative. If the grievance or dispute is not settled at the first step, then the job steward, if any, is to receive grievances or disputes from employee members of his craft and shall immediately report them to his business representative or special representative, who shall attempt to adjust said grievance or dispute with the Contractor or his representative.

- C. In cases of violation, misunderstanding or differences of interpretation of this Agreement by either party, there shall be no cessation or stoppage of work except as otherwise provided in this Agreement.
- D. In the event a grievance or dispute cannot be satisfactorily adjusted on the job between the representative of the Union and the Contractor or his representative within twenty-four (24) hours, the Labor Relations Representative of the appropriate Contractor's Association shall meet as soon as possible with the Contractor and the Union representative in an attempt to resolve the dispute. If the dispute is not resolved at this meeting, the issue shall be immediately referred to the Joint Adjustment Board in writing for their consideration and decision.
- E. A Contractor shall refer a grievance or dispute to the Chairman of the Joint Adjustment Board through the appropriate Employer Association. The Association shall then refer the grievance or dispute to the Board by sending written notice to the Contractor and the Union Chairman of the Joint Adjustment Board. The Local Union shall refer a grievance to the Joint Adjustment Board by sending written notice to the Union Chairman of the Joint Adjustment Board and the Management Chairman of the Joint Adjustment Board. The written notice of referral required by this paragraph shall contain the name of the Contractor and the Local Union directly involved, the date and place of occurrence of the grievance or dispute and a brief description of the nature of the grievance or dispute.
- F. Each of the parties shall within ten (10) days after the execution of this Agreement, appoint its representatives and immediately notify the other party, in writing, of the name and business address of each representative appointed. The Joint Adjustment Board shall thereafter meet within ten (10) days, select its Chairman and Secretary and agree upon its procedural rules.
- G. The Joint Adjustment Board shall meet at 9:00 A.M. on the first Wednesday of each month, and shall in addition meet at the call of the Co-Chairmen. The Joint Adjustment Board shall issue decisions immediately. In the event the Joint Adjustment Board does not reach a decision for reasons of its own, any dispute or grievance may be referred to arbitration by either or both parties within five (5) working days to the arbitrator designated in Paragraph H. The arbitrator shall meet with the members of the Joint Adjustment Board within seventy-two (72) hours and render a decision within seventy-two (72) hours thereafter. The time limits specified in this paragraph may be extended by mutual agreement. A simple majority of the Joint Adjustment Board shall be final and binding upon all parties and the grievants. In the event of a deadlock and the use of the arbitrator is required, a majority decision of the Joint Adjustment Board and the arbitrator shall be final and binding upon all parties and the grievants.
- H. The regular members of the Joint Adjustment Board designated in accordance with Paragraph F shall select a list of seven (7) permanent arbitrators. In the event the members of the Joint Adjustment Board, by majority vote, are unable to agree upon the names of the seven (7) permanent arbitrators then as to those upon whom agreement cannot be reached, the following procedure shall be followed:
 - 1. The Union representatives shall nominate ten (10) persons for the positions remaining unfilled on the panel of arbitrators and the Contractor Representatives shall nominate ten (10) persons for the positions remaining unfilled on the panel of arbitrators. Thereafter, the Union Joint Chairman and the Contractor Joint Chairman shall alternately strike names from the lists until there remain only that number of names necessary to fill the remaining seven (7) positions on the permanent panel of arbitrators. Those names remaining shall be added to the permanent panel of

arbitrators. The determination as to who will strike first will be by lot, with the loser making the first strike.

2. Thereafter the Joint Adjustment Board shall select an arbitrator to hear a pending grievance or dispute by rotation. If for any reason the arbitrator whose turn it is to hear a dispute is unavailable or the parties mutually agree that an unreasonable time would be required in order for him to become available, then the next arbitrator in succession shall be selected.
- I. The Contractors and the Union shall each have a total of four (4) votes on the Joint Adjustment Board and four (4) representatives and not less than two (2) appointed by each party and the Chairman shall constitute a quorum.
 - J. All expenses incurred and approved by the Joint Adjustment Board necessary for the consideration and decision of grievances or disputes submitted to it shall be borne by and divided equally by the Union and the Contractor. All fees and expenses of the Arbitrator shall be borne by the party against whom the Arbitrator rules.
 - K. If there is any question as to which is the losing party, or if a case is referred back to the parties without decision or if there are decisions against more than one of the parties to the arbitration, the Arbitrator is authorized and requested to determine who shall pay the fees and may in such case order a sharing of such fees. In such event the decision of the Arbitrator on this issue shall be final and binding.
 - L. No jurisdictional disputes shall be submitted for determination to any grievance procedure provided in this Article, but shall be determined in the manner provided in Article IV of this Agreement.
 - M. No grievance body established under this Agreement, including the Joint Adjustment Board and Arbitrator, in determining any grievance, shall have the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.
 - N. The provisions of this Article VI shall not apply in the event the Contractor or the subcontractor or the subcontractor of a subcontractor fails to pay or is delinquent in contributions to any Trust established under this Agreement.
 - O. The Joint Chairmen of the Joint Adjustment Board shall, immediately following the decision rendered in Executive session, announce the decision of the Board to the parties. In addition, such decision shall be served upon the parties in writing, with copies of such decision being furnished to both the Union and the Association. The Joint Adjustment Board shall have full authority to fashion such remedies, whether by way of damages, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Joint Adjustment Board may have found to have existed. Minutes of all meetings of the Joint Adjustment Board shall be recorded by one of the Board members selected by the Board, and shall be signed by all members of the Board. Minutes shall be condensed and need not be verbatim.
 - P. Each decision of the Joint Adjustment Board and the Arbitrator shall be made in writing and a copy of each sent to each interested party, particularly including separate copies to the Local Union and the Contractor directly involved, and each of the Contractor Associations and Unions signatory to this Agreement. The decisions of the Joint Adjustment Board or Arbitrator are final and binding upon the parties and are enforceable in a court of competent jurisdiction.

- Q.** It is understood and agreed that the procedures outlined in this Article VI shall be the exclusive remedy for any violation of this Agreement.

Article VII Craft Steward and Business Representative

- A.** The Union business representative or special representative shall have access to the project during working hours and shall make every reasonable effort to advise the Contractor or his representative of his presence on the project.
- B.** The craft job steward, if any, shall be a working employee appointed by the Union, who shall, in addition to his regularly assigned work, be permitted to perform during working hours such of his steward duties, as outlined in Paragraph D, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth. The Union shall notify the Contractor or his representative, in writing, of the appointment of a craft job steward, and send a copy to the Contractor's home office address.
- C.** It is recognized by the Contractor that the employee selected as the job steward shall remain on the job as long as there is work being performed in a classification in which he is qualified to perform, except that at the completion of the job, the Contractor shall not be required to retain the steward in lieu of the foreman or key man upon reduction in force. The Contractor or his representative, before laying off or discharging the craft job steward for any cause other than stated in Paragraph D, below, shall notify the Union in writing of his intent to do so two (2) full working days prior to such intended layoff or discharge. The Contractor or his representative will meet with the representative of the Union during this two (2) day period and attempt to resolve the matter. The craft job steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this Article, or without just cause.
- D.** To promote harmony between the Union and the individual Contractor, the craft job steward shall be limited to and shall not exceed the following duties and activities:
1. Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.
 2. Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.
 3. Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a referral.
 4. Report to the Contractor's designated representative any work belonging to his craft being done by non-dispatched men or by workmen of another craft.
 5. Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Contractor's designated representative.
 6. Make a complete job check during working hours no more often than once a week.

7. Report to his Business Representative any employee covered by this Agreement who leaves the jobsite without giving the Contractor and the craft job steward prior notice.
8. Report any reckless or unsafe employees covered by this Agreement on the jobsite to the Contractor's designated representative or his Business Representative.
9. The craft job steward shall not:
 - (a) Stop the Contractor's work for any reason.
 - (b) Tell any workman or any employee covered by this Agreement that he cannot work on the job.
 - (c) Initiate any physical altercation with any person on the jobsite.
10. Infraction of any of the rules in subparagraph 9 shall be cause for immediate dismissal of the craft job steward without any prior notice and this shall be the exclusive remedy for a violation of this section.
11. Any dispute in connection with this Article VII shall be referred to the Grievance and Arbitrations procedure of this Agreement.

Article VIII Classifications

- A. Should the Contractor or any subcontractors, as defined in Article I and V of this Agreement, employ employees in the prosecution of this work in occupations or upon equipment which is not covered by one of the classifications herein specified, such employment shall, within three (3) working days after a work assignment is made, or the equipment is operated, be temporarily classified by the appropriate Contractor Association and the Union under the classifications contained herein which more nearly fit the particular character of the employment. Temporary classifications and wage rates shall be immediately referred to the Laborers' Joint Adjustment Board which shall review and recommend usage of the proper classifications and wage rates. Either party shall thereafter have the right to submit a dispute under this section in the manner set forth in Article VI of this Agreement.
- B. The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined by the Contractor, provided that if a Contractor, in determining the number of employees, or the number of classifications of employees, shall lessen the number of employees or the number of classifications customarily used to perform any such operation, the Union may have the issue of such reduction in employees or in classifications determined by the grievance and arbitration procedure provided in Article VI of this Agreement. In determining such disputes, consideration shall be given to the necessity for additional employees or classifications as well as other pertinent factors.
- C. Because the Contractors and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restriction against the use of any kind of machinery, tools, or labor-saving devices, provided, however, that such machinery or power equipment shall be furnished by the Contractor, and provided further that no employee shall be required to work under any conditions that are injurious to his health or

safety or in conflict with a present well-established custom regulating such use where the work is being performed.

- D. The Contractor agrees to recognize and observe craft jurisdiction insofar as possible and practicable and that wage scales apply to classifications rather than to men, and the Union agrees to permit the occasional or temporary transfer of employees from one classification to any other classification; provided that, when such transfers are made, the employee shall be paid for the entire day on the basis of the rate of the highest paid classification in which he worked during the day. When such transfers involve the classifications of more than one craft, it shall not be necessary for the operation of this policy that employees be referred to a project by more than one Union or employed at classifications of more than one craft. Abuse by any Contractor of the privilege granted in this Paragraph D, Article VIII, shall subject him to withdrawal of the privilege for an appropriate period through the procedures established in Article VI of this Agreement.
- E. Each employee employed in accordance with the terms of this Agreement shall receive wages based upon the minimum hourly wage rates specified in Article XIX of this Agreement calculated by the number of hours he was employed, less all legal deductions. Any other method of paying the employees, such as the use of piece work, bonus systems or lumping of the work, shall be deemed a violation of this Agreement. Grievances shall be settled in accordance with Article VI of this Agreement.

Article IX Qualifications

- A. Each of the parties hereto warrants and agrees that it is under no disability of any kind whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement and further, that it will not, by the adoption or amendment of any provisions of its Articles of Incorporation, Constitution, or By-Laws, or by contract or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations and each of their eligible members and the Union on whose behalf the said parties are signing the said Agreement.
- B. Nothing contained in any other Agreement will change the conditions as set forth in this Agreement pertaining to use of equipment or the working rules and classifications of employees when said equipment is owned by the Contractor and operated or used on any work on which he is the prime or subcontractor. Nothing contained in this Agreement shall relieve any Contractor or subcontractor from his contractual obligations under such other agreements.
- C. No agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for, any statement, representation, promise, inducement or agreement not set forth herein. Any provision in the working rules of the Union with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereinafter be adopted by the Union shall have no application to the work covered herein.

Article X Existing and Other Agreements

- A.** In the event the Union establishes special conditions for work covered by this Agreement, those special conditions shall be made available to the Contractor or individual Contractors who wish to perform the designated work in the same locality.
- B.** The Union will promptly notify the Employer in writing of any amendment, modification, exception or addendum of this Agreement which might be negotiated in any area covered by this Agreement between the Union, an individual employer or group of individual employers. No contractor signatory hereto shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors employing workers covered by the terms of this Agreement.
- C.** The provisions of the Article will not apply to special projects, jobsite Agreements or MBE/WBE/DBE public works Agreements which may be negotiated in any area covered by Agreements.
- D.** This Agreement shall be deemed to be executed when the parties signing shall have affixed their signatures hereto. Before accepting as an affiliate or issuing a charter to a local Union in the area herein defined, the Union shall be required as a condition of such affiliation that said local Union be bound by the terms hereof.

Article XI General Saving Clause

It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings, or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of this Agreement. The Contractors and the Union agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days following the beginning of such negotiations the parties agree to submit the issue to final and binding arbitration. Selection of an arbitrator shall be made in the manner prescribed in Article VI of this Agreement. The Arbitrator shall render decisions only on the specific issue submitted to him, and shall have no authority to change or abrogate other conditions of this Agreement. Any fees and/or expenses of the Arbitrator shall be borne by and divided equally by the Union and the Contractors. The decision of the Arbitrator shall be final and binding on the parties. The no-strike, no lockout provisions of Article IV shall not apply if either party fails to comply with the decision of the Arbitrator.

Article XII Term, Termination and Renewal

The term of this Agreement is July 1, 2015, to June 30, 2018, and from year to year thereafter unless either the Union or the Associations give written notice received by the others not less than sixty (60) days prior to June 30, 2018, or sixty (60) days prior to June 30 of any subsequent year, of a desire to change, amend, modify, or terminate the Agreement.

Article XIII Equal Employment Opportunity

- A.** The Employer and the Union will not discriminate against any person with regard to employment or Union membership because of his race, religion, color, sex, age, national origin, or ancestry and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination, and application for admission to Union membership. A violation of this paragraph shall be subject to the grievance procedure but not subject to the hearing procedure before the Joint Adjustment Board or arbitrator contained in Article VI.
- B.** If the Union is unable to refer applicants for employment to an Employer in sufficient number, or sufficient type, from the groups represented within the local area as may be necessary to enable the Employer to fully comply with minority or female hiring requirements imposed by its construction contract with any Federal, State or governmental body, commission or agency or to enable the Employer to fully comply with all Federal and State Laws, Presidential Executive Orders, regulations, rules, directives or orders which cover hiring and which are applicable to the Employer, the Employer may directly recruit from any source such number of minority or female applicants acceptable to the Employer as may be necessary to satisfy the Employer's needs to effect such compliance. As an exception to the dispatch procedures in Article III, the Union may dispatch workers who are not next in order, to aid the Employer in complying with government requirements.
- C.** The Employer shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law; the Construction project number; and a copy of the compliance order.

Article XIV Pre-Job Conference

- A.** It is agreed there will be a pre-job conference prior to the start of any job or project at the option of either party where the agreed or estimated cost is one million dollars (\$1,000,000.00) or more.
- B.** If the Contractor is a member of a signatory Association, the pre-job conference will be arranged through the appropriate Association with the Building and Construction Trades Council or a Union having jurisdiction over the work in the area of the project.
- C.** The individual Contractor shall, upon request, advise the Union, in writing, of the names and addresses of all subcontractors employed or contracted with for services to be performed under this Agreement.

Article XV Laborers' Foremen

- A.** The selection of the employee who will be the Laborer Foreman is at the sole discretion of the Contractor. Where the employees of the Contractor employed on the project are predominantly Laborers and performing Laborers' work, the employee selected by the Employer to be Foreman shall be an employee employed under the terms of this Agreement and shall receive the Laborer Foreman's wage rate. The Laborer Foreman may work with the tools of the trade in accordance with the provisions of Paragraph C, Article VIII of this Agreement. As an exception to the dispatch procedures contained in Article III, the Union

may dispatch workers requested by the Contractor as a Laborer Foreman, who are not next in order on the out of work list.

- B.** Only Laborer Foremen who normally work with the tools of the trade during straight time periods, in addition to the performance of Foreman duties, may work with the tools of the trade during overtime periods. The need for and the number of Laborer Foremen required for the performance of the work shall be determined in accordance with the provisions of Paragraph B, Article VIII of this Agreement. It is understood that in certain cases, by reason of custom and practice established by the parties hereto, a Foreman may be over the work and employees of more than one craft. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article VI of this Agreement on the basis of such custom and practice.
- C.** In the event the Contractor, at his option, elects to use a Laborer Foreman to supervise other Laborer Foremen, he shall be paid not less than one dollar (\$1.00) per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership.
- D.** Except in case of emergency, if any of the employees not covered by this Agreement as set forth in Paragraph A, Article II of this Agreement such as superintendents, assistant superintendents or master mechanics, shall act in the capacity of a Laborer Foreman or work with the Laborers' tools or at classifications in the Laborers' category, he shall be an employee under the jurisdiction of the Union.

Article XVI Holidays, Payment of Wages, Meal Periods, Rest Periods (Breaks), & Heat Illness Preventative Recovery Period

A. Holidays

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger. President's Day shall be considered a legal holiday one (1) year after, when and if the two basic crafts (Carpenters & Operating Engineers) adopt this holiday.

B. Payment of Wages

1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (½) hour at the applicable overtime rate until such time as he does receive his pay.
2. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record, showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address. In the event the Employer fails to pay

employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. If the employee has previously authorized electronic payment of wages, payment of the final check may also be made by electronic deposit as long as it meets the time criteria specified in this Article. In the event these stipulations are not met, he shall receive waiting time as noted above.
4. If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.
5. When employees covered under the terms of this Agreement are employed at a higher rate of pay than the minimum established herein during any shift, the higher rate of pay shall apply on all time worked during that day.
6. The Employer shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred prior to employment, or the filing of a claim for worker's compensation benefits.
7. When an employee is injured while at work to the extent of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

C. Meal Period

Employees shall not work more than five (5) consecutive hours without a one-half (½) hour meal period. When employees work over five (5) hours without being provided with a one-half (½) hour meal period, they shall receive one-half (½) hour pay at the double time (2x) rate, in addition to their normal straight time shift period of eight (8) hours. When an employee is required to work more than three (3) hours after his regular shift, he will be entitled to a one-half (½) hour meal period at the end of the three (3) hours without loss of pay and an additional half (½) hour each five (5) hours thereafter, without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for an additional one-half (½) hour at the double time (2x) rate. Meal periods may be staggered to meet job requirements.

D. Breaks (Rest Periods)

The parties to this Agreement recognize Industrial Wage Order 16 covering "On Site Construction, Mining, Drilling and Logging Industries." Any dispute or grievance arising from this Wage Order shall be processed under and in accordance with Article VI, Procedures for Settlement of Grievances and Disputes of this Agreement. The grievance process of Article VI shall be the exclusive method for resolving all alleged violations on this Wage Order and the time limitations of Article VI shall apply.

Wherever the Wage Order refers to collective bargaining agreements, this Master Labor Agreement shall be deemed to satisfy all of the requirements for treatment as a qualified collective bargaining agreement.

E. Heat Illness Preventative Recovery Period

A heat illness preventative cool-down recovery period shall be made available for employees working in high heat conditions in order to prevent heat illness in accordance with CAL OSHA requirements.

- F.** All disputes concerning the payment of wages, meals, rest periods (breaks) and/or heat illness preventative recovery periods are subject to the Procedure for Settlement of Grievance and Disputes in Article VI and as outlined in Appendix C of the Agreement. Decisions resolving disputes arising out of the Procedure for Settlement of Grievance and Disputes shall be final and binding upon both parties.

Article XVII Safety, Rest Periods, Parking, Drinking Water, Jobsite Transportation, Signing of Documents

A. Safety

The Unions shall cooperate (1) with the individual Contractor and with each other in carrying out all of the individual Contractor's safety measures and practices for accident prevention, and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. Employees will acknowledge, in writing, having been given the Contractors' safety measures and practices for accident prevention to satisfy OSHA or other Agency requirement. The individual Contractors must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

1. An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety, or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee's rights under Section 502 of the Labor Management Relations Act of 1947, as amended.
2. The Contractor shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any local Unions or District Councils are responsible for such implementation or maintenance.
3. After July 1, 2000, all graduates of a Laborers Training Program shall receive certification that they have successfully completed the Basic Safety Course to be developed by the Laborers Training and Retraining Trust Fund of Southern California. Such certification will be at no cost to the Employer.

B. Rest Periods

1. Employees shall be given a rest period of not less than six (6) hours between the termination of any overtime work, except for pre-shift overtime work up to a

maximum of eight (8) hours, and the commencement of another straight time shift, unless performing emergency work which is not considered a normal job operation.

2. If employees do not receive the required six (6) hours' rest period, they shall be paid at the applicable overtime rate for each hour worked until they receive six (6) hours' rest off the job or project, regardless if a new workday starts or not.

C. Parking

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

D. Drinking Water

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups and adequate toilet facilities in accordance with California State Law.

E. Jobsite Transportation

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

F. Signing of Documents

Workmen and/or employees shall not be required to sign any documents other than those required by law. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing to work on a job or project where such demand is made by the Employer.

Article XVIII Working Rules for Laborers

The following working rules shall cover the employment of Laborers performing any work covered by the terms of this Agreement in the area of Southern California as described in Paragraph B, Article I, of this Agreement.

A. Shifts:

1. Eight (8) consecutive hours, exclusive of meal period, between 5:00 a.m. and 5:00 p.m., shall constitute a day's work. Forty (40) hours Monday 5:00 a.m. through Friday 5:00 p.m. shall constitute a week's work.
2. The starting time of single shifts shall be at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., Monday through Friday. Starting times may be changed to meet job requirements, including maximum utilization of daylight

hours. Starting time may be staggered to meet job requirements, on concrete and paving operations, however no employee will be required to report at a later starting time as a means to avoid paying for a full shift. Telephonic notice shall be given to the Union in cases of deviation from the original starting time, followed by written confirmation.

3. All time worked before 5:00 a.m. and after 5:00 p.m., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and Holidays, shall be paid at the applicable overtime rate.

B. Multiple Shifts:

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Paragraph F Special Shifts.

- (a) It is understood that a single and a multiple shift may work concurrently on a project.

2. When two (2) or three (3) shifts are worked, the first and second shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours of straight time shall be paid Monday through Friday and the third shift shall work seven (7) consecutive hours, exclusive of meal period for which eight (8) hours straight time shall be paid, Monday through Friday. All time worked or hours paid for, after seven (7) hours worked or paid for, on the third shift, in one (1) day on Saturday, Sunday and Holidays shall be paid for at the appropriate overtime rate.
3. Any time worked from Friday midnight to Sunday midnight, or on Holidays or in excess of the regular shift hours or hours paid for shall be paid at the appropriate Craft Overtime Rate, except as provided in Paragraph 4 of this Paragraph B.
4. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

- C. 1. When so elected by the Contractor, a single shift starting at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m. or 8:00 a.m., of four (4) ten (10) hour days may be worked for eight (8) or more consecutive days, excluding Saturdays, Sundays and Holidays, provided the Union is notified in writing twenty four (24) hours in advance of the effective date of the starting of such shift. All employees working this shift shall work ten consecutive hours, exclusive of meal period, for which ten (10) hours of straight time shall be paid Monday through Friday. All time worked before 5:00 a.m. or in excess of ten (10) hours in any one (1) day shall be paid for at the appropriate overtime rate. All hours worked in excess of forty (40)

hours in any one week shall be paid at the appropriate overtime rate. Written notice shall be given to the Union in cases of deviation from the original starting time.

2. The provisions of Paragraph C will apply only if the Carpenters, Cement Masons, Operating Engineers and Teamsters who have members working on the job or project for the Contractor agree to the same provisions as outlined in the preceding Paragraph.
3. If the Contractor works for a period of less than eight (8) days, employees will then be paid at the appropriate overtime rate for all hours in excess of eight (8) hours for the days worked.

D. In the event, due to inclement weather or similar Act of God, or a situation beyond the Employer's control, it is not reasonably possible to complete forty (40) hours of work, on either an eight (8) hour day shift or ten (10) hour day shift, as outlined in Paragraphs A or C of this Article, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate. No employee will be terminated for refusing to work on Saturday at the straight time rate of pay.

E. It is agreed that the Contractor and the Union may mutually agree, by telephone to be followed in writing, upon different starting or quitting times for any of the above shift arrangements.

F. Special Shifts:

1. When the Contractor produces evidence in writing to the Union of a bona fide job requirement that work can only be performed outside or in addition to the regular day shift due to safety conditions or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight time rate of pay, Monday through Friday. All time worked or hours paid for Saturday, Sunday and Holidays shall be paid for at the appropriate overtime rate. In addition, when the above conditions exist and it is necessary to begin or end a shift during the hours specified in Paragraph B.4 of this Article (for Sunday work) in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays, Sundays and Holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work. Employees working this special Sunday shift shall receive fifty cents (\$.50) per hour in addition to his regular rate of pay.
2. If maintenance or remodeling work cannot be performed on the regular shift because of the fact that establishments cannot suspend operations during the day, a special single shift may be employed starting at a time designated by operations of the establishment, Monday through Friday. The employees on this shift will work eight (8) consecutive hours exclusive of meal period for which they shall receive eight (8) hours pay at the straight time rate.

G. Tide Work Schedule

The following provisions shall apply to employees on jobs working a single shift only:

1. When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable, regular straight-time rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less worked between 7:00 a.m. and 5:00 p.m. shall be paid for at the applicable straight-time rate, and time in excess of eight (8) hours worked between 7:00 a.m. and 5:00 p.m., and any time worked before 7:00 a.m. or after 5:00 p.m. shall be paid for at the applicable overtime rate.
2. When employees are called out to work broken time or tide work on Saturdays, Sundays or Holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

H. Emergencies

When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, the starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at the straight time rate. All other terms and conditions of this Agreement shall apply.

I. Subsistence

1. Subsistence shall be paid at the rate of forty-five dollars (\$45.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.
2. Subsistence as provided in Paragraph I-1 hereof shall be paid on jobs on the following offshore islands:

Richardson Rock San Miguel Island
Santa Cruz Island Santa Barbara Island
Arch Rock San Clemente Island
San Nicholas Island Santa Rosa Island
Santa Catalina Island Anacapa Island

(a) Employees reporting at the embarkation point for travel to the above named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.
3. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.

- J.** Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However employees who voluntarily report to a point for free transportation to the jobsite will not be compensated from the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from port of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at the Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.

-
- K.** Workmen referred under Article III to the Contractor's job who arrive in an unfit condition for work, without a written dispatch slip from the employment facility, without the proper documentation as set forth on INS I-9 Form, or who are not ready to go to work or who are not otherwise qualified in accordance with their written dispatch slip from the employment facility shall not be paid show-up time or subsistence. Grievances or disputes arising out of the interpretation or application of this particular paragraph shall be referred to the procedure for settlement of grievances and disputes.
- L.** Any time worked on Saturday, Sunday or Holidays outside of the shift hours provided in the Agreement shall be paid for on the basis of the actual hours worked at the Laborers' overtime rate, except that any workmen or employees reporting for work at the stipulated time and for whom no work is provided shall receive pay for two (2) hours at the overtime rate; any workmen or employees who report for work and for whom work is provided shall receive not less than four (4) hours' pay at the overtime rate; and if an employee works more than four (4) hours, he shall be paid for the actual hours worked at the overtime rate.
- M.**
1. Any workman or employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting, unless (1) he has been notified before the end of his last preceding shift not to report; or (2) during a period of inclement weather, the Contractor has instructed the employee to call a designated job number provided to him for instructions concerning reporting to the job site and the employee has either failed to do so or the employee called and was instructed not to report; and any workman or employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay; and if more than four (4) hours are worked in any one day, but less than six (6) hours, he shall receive not less than six (6) hours pay at the straight-time hourly rate and if an employee works more than six (6) hours but less than eight (8) hours, he shall receive not less than eight (8) hours pay at the straight-time hourly rate unless prevented from working for reasons beyond the control of the Contractor, including, but not limited by, such factors as inclement weather, a breakdown causing discontinuance of a major unit of the project during which time workmen or employees are not required or requested to remain on the project by the Contractor or his agent. New employees on their first day of work shall be paid for their actual time worked.
 2. On concrete coring and concrete sawing operations only, any employee reporting for work and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report; and any workman or employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and if more than four (4) hours are worked in any one (1) day, he shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall receive not less than eight (8) hours pay.
- N.** When it is necessary to shut down a job or project because of a bomb threat, employees will be compensated as follows:
- (a) If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the jobsite shall receive two (2) hours' pay and subsistence at the applicable rate.
 - (b) In order to qualify for this two (2) hours' pay (and subsistence if applicable), the employee and/or workman must remain on the job available for work during the two
-

(2) hour period of time for which he receives pay unless released sooner by the employer or his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.

- O.** Flagmen shall be entitled to adequate relief for the use of toilet facilities.
- P.** The Contractor shall be required to furnish goggles and/or hard hats where needed. When employees are required to work outside in the rain or snow, they shall be furnished rain coats, rain hats and boots. Employees working in or handling cement or concrete shall be furnished rubber boots and gloves. Employees required to work in mud, slush or water shall be furnished boots and other necessary waterproof clothing. The employee shall return all such clothing of the Contractor in the same condition as received, subject to reasonable wear and tear. Such equipment shall be sanitized before reissue. The employee shall sign for receipt of such protective clothing and on signed authorization the reasonable value of such protective clothing may be deducted from the employee's paycheck. Upon return of the protective clothing, the employee shall be reimbursed in the amount of the deduction.

Article XIX Wage Scales

The following hourly wage rates shall apply to the following classifications on all work covered by the terms of this Agreement:

A. Overtime Rates

Time and one-half, except hours worked over twelve (12) in a single workday, Sundays and Holidays, which are double time (2x).

B. Watchmen

Watchmen shall work eight (8) consecutive hours per day, exclusive of lunch period, and forty (40) hours per week, Monday through Sunday, at straight-time rates, provided they receive their two-day rest period consecutively. Watchmen shall receive time and one-half for all time worked in excess of eight (8) hours per day and for the sixth consecutive day worked, and double time (2x) for the seventh consecutive day worked.

Watchmen shall also receive time and one-half for Holidays, except where a Holiday falls on the seventh consecutive day worked, which shall be double time (2x). This provision shall be applicable to persons whose principal function is to tend patrol dogs at the jobsite but shall not include services exclusively of delivery and retrieval of the dogs.

C. Health and Welfare

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Health and Welfare Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.
2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.
3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Health and Welfare Trust

Agreement for Southern California and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

4. The Laborers Health and Welfare Trust for Southern California is party to a Money-Follows- The-Man Agreement with the Northern California Laborers Health & Welfare Trust and other Laborers Health & Welfare Trusts, that permits employees whose home Trust is the Northern California Laborers Health & Welfare Trust or other participating Health & Welfare Trusts to have contributions paid to the Laborers Health and Welfare Trust for Southern California transferred to those Trusts in accordance with and subject to the terms of the Money-Follows-The- Man Agreement. Pursuant to Subsection 1, above, all contributions for hours worked or paid must be made to the Laborers Health and Welfare Trust for Southern California.
5. The Laborers' Health and Welfare Trust Fund for Southern California shall, at all times be maintained by its Trustees in compliance with all applicable provisions of the Affordable Care Act and other laws and, in particular, shall satisfy the conditions needed to ensure that the Employers are eligible for and protected by the "multiemployer arrangement pass-through" exemption from penalties under section 4980H for employees on whom contributions are made pursuant to this Agreement and any related participation agreement the Employers may execute providing benefit coverage for non-jobsite employees and/or supervisory personnel.

D. Pension

1. Contractors covered by the terms of this Agreement agree to pay to the Construction Laborers' Pension Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.
2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.
3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Construction Laborers' Pension Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.
4. The establishment of an Annuity Trust Fund Agreement between the Contractors and the Union may be initiated at any time during the life of this Agreement by mutual consent.
5. The Construction Laborers Pension Trust for Southern California is party to a Money-Follows-The-Man Agreement with the Northern California Laborers Pension Trust, the San Diego Laborers Pension Trust and other participating Laborers

Pension Trusts that permits employees whose home Trust is the Northern California Laborers Pension Trust, the San Diego Laborers Pension Trust or other participating Pension Trusts to have contributions paid to the Construction Laborers Pension Trust for Southern California transferred to those Trusts in accordance with and subject to the terms of the Money-Follows-The-Man Agreement. Pursuant to Subsection 1, above, all contributions for hours worked or paid must be made to the Construction Laborers Pension Trust for Southern California.

E. Vacation

1. Contractors covered by the terms of this Agreement agree to pay to the Construction Laborers' Vacation Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.
2. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Construction Laborers' Vacation Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

F. Training and Retraining

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Training and Retraining Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.
2. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Training and Retraining Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

- G.** The collective bargaining parties direct the Trustees of the Laborers' Health and Welfare Trust and the Construction Laborers' Pension Trust for Southern California to adopt procedures which will permit a retiree to authorize the Pension Trust to deduct lawfully from his pension benefits and to remit to the Health and Welfare Trust the amount of the retiree's contribution to the Health and Welfare Trust should a retiree contribution be required by the Health and Welfare Trustees.

- H.** Where the Contractor transfers key laborers out of the geographical area of this Agreement, to an area where the Contractor is not signatory to a Laborers' Agreement, the Contractor shall contribute to the Trust Funds mentioned in this Agreement for all hours worked by or paid to such key laborers for the duration of the job for which they were transferred.

I. Foreman

Laborer Foremen employed in accordance with Article XV of this Agreement shall be paid not less than one dollar and seventy-five cents (\$1.75) per hour more than the hourly wage rate of the highest paid Laborer over which they have leadership on their regular crew. In the event the Contractor, at his option, elects to use a Laborer Foreman to supervise other Laborer Foremen, he shall be paid not less than one dollar (\$1.00) per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership.

J. Laborers' Hourly Wage Scales

Classifications	8/1/15	7/4/16	7/3/17
GROUP I	\$31.39	**	**

Boring Machine Helper (outside)
 Cleaning and Handling of Panel Forms
 Concrete Screeding for Rough Strike-Off
 Concrete, Water Curing
 Certified Confined Space Laborer
 Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
 Fiberoptic Installation, Blowing, Splicing, Testing and related work
 Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
 Flagman
 Gas, Oil and/or Water Pipeline Laborer
 Laborer, Asphalt-Rubber Material Loader
 Laborer, General or Construction
 Laborer, General Cleanup
 Laborer, Landscaping
 Laborer, Jetting
 Laborer, Temporary Water and Air Lines
 Metal locker installation and related work
 Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching;
 Post Hole Digger (manual)
 Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad ConstructionTrack Laborers
 Rigging and Signaling
 ScalerSlip Form Raisers
 Filling of Cracks by any method on any surface Tarman and Mortar Man
 Tool Crib or Tool House Laborer
 Traffic Control by any method (including assisting in the moving and installation of construction signs, barriers barricade, delineators, cones, etc.)
 Water Well Drill Helper
 Window Cleaner
 Wire Mesh Pulling - All Concrete Pouring Operations
 Water Truck - Two-Axle (See Appendix D for Fringe Benefit Package)

Classifications	8/1/15	7/4/16	7/3/17
GROUP II	\$31.94	**	**

Asphalt Shoveler
 Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
 Cesspool Digger and Installer
 Chucktender
 Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks
 Concrete Curer - Impervious Membrane and Form Oiler
 Cutting Torch Operator (Demolition)
 Fine Grader, Highways and Street Paving, Airport Runways, and similar type heavy construction
 Gas, Oil and/or Water Pipeline Wrapper Pot Tender and Form Man
 Guinea Chaser
 Headerboard Man - Asphalt
 Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
 Laborer, Packing Rod Steel and Pans
 Membrane Vapor Barrier Installer
 Power Broom Sweepers (small)
 Riprap, Stonepaver, placing stone or wet sacked concrete
 Roto Scraper and Tiller
 Sandblaster (Pot Tender)
 Septic Tank Digger and Installer (leadman)
 Tank Scaler and Cleaner
 Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders
 Underground Laborers, including Caisson Bellow

Classifications	8/1/15	7/4/16	7/3/17
GROUP III	\$32.49	**	**

Asphalt, Installation of all fabrics
 Buggymobile Man
 Compactor (all types including Tamper, Barko, Wacker)
 Concrete Cutting Torch
 Concrete Pile Cutter Driller, Jackhammer, 2-1/2 feet drill steel or longer
 Dri Pak-it Machine
 Fence Erector
 Gas, Oil and/or Water Pipeline Wrapper - 6" Pipe and over by any method, inside and out
 High Scaler (including drilling of same)
 Hydro Seeder and Similar Type
 Impact Wrench, Multi-Plate
 Kettlemen, Potmen and Men applying asphalt, lay-kold,

creosote, lime caustic and similar type materials
("applying" means applying, dipping, brushing or
handling of such materials for pipe wrapping and waterproofing)

Material Hoseman

Operators of Pneumatic, Gas, Electric Tools, Vibrating
Machines, Pavement Breakers, Air Blasting, Come-Alongs,
and similar mechanical tools not separately classified h
herein; operation of remote controlled robotic tools in
connection with Laborers' work

Pipelayer's Backup Man, coating, grouting, making of
joints, sealing, caulking, diapering and including rubber
gasket joints, pointing and any and all other services

Power Post Hole Digger

Rock Slinger

Rotary Scarifier or Multiple Head Concrete Chipping
Scarifier

Steel Headerboard Man and Guideline Setter

Trenching Machine, Hand Propelled

Classifications	8/1/15	7/4/16	7/3/17
GROUP IV	\$34.04	**	**

Any Worker Exposed to Raw Sewage

Asphalt Raker, Luteman, Ironer, Asphalt Dumpman and

Asphalt Spreader Boxes (all types)

Concrete Core Cutter (walls, floors or ceilings) Grinder or
Sander

Concrete Saw Man, Cutting Walls or Flat Work, Scoring old
or new concrete

Cribber, Shorer, Lagging, Sheeting and Trench Bracing,
Hand-Guided Lagging Hammer

Head Rock Slinger

Laborer, Asphalt-Rubber Distributor Bootman

Laser Beam in connection with Laborer's work

Oversize Concrete Vibrator Operator, 70 pounds and over

Pipelayer performing all services in the laying, installation
and all forms of connection of pipe from the point of
receiving pipe in the ditch until completion of operation,
including any and all forms of tubular material, whether
pipe, metallic or non-metallic, conduit, and any other
stationary type of tubular device used for the conveying of
any substance or element, whether water, sewage, solid,
gas, air, or other product whatsoever and without regard to
the nature of material from which the tubular material is
fabricated; No-joint pipe and stripping of same

Prefabricated Manhole Installer

Sandblaster (Nozzleman), Porta Shot - Blast, Water Blasting

Traffic Lane Closure, Certified

Subsurface imaging Laborer,

including but not limited to the operation of ground
and surface penetrating radar, video/CCTV pipe inspection equipment, and
radiographic equipment; all subsurface imaging and mapping

Classifications	8/1/15	7/4/16	7/3/17
GROUP V	\$34.39	**	**

Blasters Powderman - All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
 Driller: All power drills, excluding Jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power
 Toxic Waste Removal
 Welding, certified or otherwise, in connection with Laborers' Work

Watchman	\$29.40	**	**
-----------------	----------------	-----------	-----------

****FUTURE INCREASES**

7/4/16 \$1.60 (\$0.25 to Pension; \$1.35 to be allocated by the Union)

7/3/17 \$1.65 (\$0.25 to Pension; \$1.40 to be allocated by the Union)

RESIDENTIAL WORK (See Appendix A for definition)**Residential Wage Rates** **8/1/15**

Cleanup, Landscaping, Fencing
(Chain Link and Wood) \$29.86

All other work on residential projects as described in MLA \$30.86

Residential Fringe Benefit Contribution Rates **8/1/15**

Health & Welfare.....	\$6.86
Vacation*.....	\$3.57
Pension.....	\$3.94
Training & Retraining.....	\$0.64
Laborers Trusts' Administrative Trust Fund.....	\$0.12

* Includes Supplemental Dues Contribution

FUTURE INCREASES: WATCHMAN AND RESIDENTIAL

7/4/16 \$1.60 (\$0.25 to Pension; \$1.35 to be allocated by the Union)

7/3/17 \$1.65 (\$0.25 to Pension; \$1.40 to be allocated by the Union)

** Upon written notice to the Associations at least sixty (60) days prior to July 1 of any year, the Union may allocate all or a portion of the future increases to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Any combination thereof.

Article XX Fund for Construction Industry Advancement

- A. The Parties to this Agreement recognize that to protect and expand the interests of the Construction Industry, to be aware of modes and methods of improving the efficiency of the industry and to protect the industry from harmful legislation whose impact is detrimental to both the employees and the Contractors and without regard to whether such employees are employed by members of Contractors the individual employer will contribute the sum of eight cents (\$0.08) per hour for all hours worked or paid for by all employees employed under the terms of this Agreement to the Fund for Construction Industry Advancement, an employer established and administered Trust formed and created for this purpose and the individual employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the Fund for Construction Industry Advancement, and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.
- B. It is understood that independent of any other provisions, contained in this Agreement which provide for its termination, Associations shall have the right and power to cancel unilaterally the provisions, solely of this Article at any time by delivering notice to the Union in writing to that effect.
- C. The Fund for Construction Industry Advancement shall be used only for the purpose set forth in Paragraph A and shall not be used for anti-labor or anti-employee purposes.

Article XXI Contract Administration Fund

- A. A trust fund entitled "The Contract Administration Trust Fund for Southern California" shall be used only to provide compensation to the Contractors for negotiations and administration of the provisions of this Agreement, including Article VI, for the Industry. Individual Employers shall contribute into the Contract Administration Trust Fund seven cents (\$0.07) per hour for each hour paid for or worked and an additional two cents (\$0.02) per hour may be allocated by the Trustees during the life of this Agreement. The Trust Fund shall be administered solely by Trustees selected by the Contractors in accordance with a trust agreement to be executed by the Contractors. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.
- B. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated pursuant to the Declaration of Trust establishing the Contract Administration Trust Fund for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by its Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

Article XXII Center For Contract Compliance Trust Fund

- A. Contractors covered by the terms of this Agreement agree to pay to the Center for Contract Compliance Trust Fund effective July 1, 2015, the sum of twenty-five cents (\$0.25) per hour for each hour worked or paid for on all classifications contained in this Agreement.
- B. Contractors covered by the terms of this Agreement agree to be bound by all the terms and conditions of the Agreement and Declaration of Trust as they may be constituted in its original form and insofar as it may be amended.

- C. The parties agree that a review of the Center for Contract Compliance may be performed annually.
- D. This Article shall be subject to the Agreement of the parties on the language for the Agreement and Declaration of Trust.

Article XXIII Laborers Trusts' Administrative Trust Fund

- A. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Trusts Administrative Trust Fund for Southern California effective July 1, 2015, the sum of twelve cents (\$0.12) for each hour worked or paid for on all classifications contained in this Agreement.
- B. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Trusts Administrative Trust Agreement for Southern California and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.
- C. The primary purpose of the Administrative Trust Fund shall be to pay operating costs of the Vacation Trust Fund that cannot be paid from interest revenue, forfeitures, and payments and income other than actual hourly contributions to the Vacation Trust Fund for hours worked or paid (referred to as "Operating Cost Shortfall"). If the auditor for the Vacation Trust Fund certifies that the Administrative Trust Fund has sufficient assets to pay the Operating Cost Shortfall for at least twenty-four (24) months, the excess assets of the Administrative Trust Fund shall be used to pay administrative expenses of the Health & Welfare Trust Fund or Pension Trust Fund; or the Union, upon thirty (30) days written notice to the Associations, may reallocate future contributions to the Administrative Trust Fund, to the Health & Welfare Trust Fund or Pension Trust Fund.

Article XXIV Southern California Partnership For Jobs Industry Advancement Fund

- A. There is established the Southern California Partnership for Jobs Trust Fund (Partnership for Jobs Industry Advancement Fund), which is a Labor Management Industry Advancement Fund established to protect and expand the interests of transportation and other infrastructure construction, expand public awareness of the need for transportation and other infrastructure, and address growth and development issues related to the construction industry in Southern California. Contractors covered by the terms of this Agreement agree to pay to the Partnership for Jobs Industry Advancement Fund, the sum of ten cents (\$.10) for each hour worked or paid for on all classifications contained in this Agreement.
- B. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by Partnership for Jobs Industry Advancement Fund and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

- C. The ten cents (\$.10) contribution to the Partnership for Jobs Industry Advancement Fund includes an allocation of five cents (\$.05) by the Union from the July 1, 2014 increase under the Agreement then in effect, as well as the sum of five cents (\$.05) added to the previously agreed upon July 1, 2014 increase under the Agreement then in effect. The Union reserves the right upon sixty (60) days written notice to the Associations to reallocate some or the all this five cents (\$.05) to wages or to any other Trust Fund to which contributions are made under this Agreement. In the event the Union reallocates some or all of its five cents (\$.05) allocation, the Associations shall have the right to reduce or cease the remaining contribution of five cents (\$.05) to the Partnership for Jobs Industry Advancement Fund, under which circumstances this Agreement will be amended to reflect such reduction.

Article XXV Delinquency and Collection Procedure

- A. The Contractor shall pay its monthly contributions to the Trust Funds accompanied by a fully completed and executed report form furnished by the Trust Funds. The Contractor shall include with the monthly report form in a format acceptable to the Trust Funds:
- (a) The identification of each job worked on by the Contractor during the month, including the job location, the owner of the job location property, and the name and address of the entity for whom the Contractor is working.
 - (b) The name and social security number of each employee who performed covered work, indicating the number of hours each employee worked on each jobsite. The provisions of subsections a. and b. above shall be implemented by the Trust Fund Administrator, in consultation with the Associations and Union, in a way that minimizes any inconvenience to the Contractor. The information provided by the reports required by subsections a. and b. shall be maintained in a confidential, restricted access manner by the Trust Funds for collection and fringe benefit eligibility purposes.
- B. The Trustees of the Trust Fund shall furnish the Contractor Associations and the Union with a list of delinquent Contractors each month. Such list will also be available to all signatory Contractors on request, subject to such reasonable cost as may be determined by the administrative office of the Trust Funds as representing the cost of duplication and transmission of such lists, payment for which to be made in advance. The Contractor agrees he will not subcontract any portion of his job to any subcontractor whose name appears on the delinquent list until such subcontractor has paid all delinquent monies to the various Trust Funds. In the event the Contractor subcontracts to any such delinquent subcontractor in violation of the foregoing, the Contractor shall remove such subcontractor from the job immediately, unless such delinquent subcontractor immediately makes full payment for all delinquencies to the Trusts.
- C. If the Contractor fails to remove the delinquent subcontractor, the Contractor shall become financially responsible for all fringe benefits owed to any funds established by this Agreement by the Contractor or by his subcontractor or the subcontractor of his subcontractor for work performed on the Contractor's job or project in accordance with the requirements set forth below.
- D. The term "Contractor" for delinquency purposes only, shall include all entities of the delinquent contractor, change of name, or change of entity, provided that the delinquent Contractor holds at least ten (10%) percent ownership in the new entity.

- E. In the event the Contractor subcontracts to a subcontractor that is not on the delinquency list at the time the subcontract is entered into, the Trust Office shall notify the Contractor of any delinquency of the subcontractor within ninety (90) days of the date the delinquency first occurred and in no case shall the Contractor be liable for fringe benefit contributions of a subcontractor for more than ninety (90) days prior to the date the Trust Office notice is sent to the Contractor. A courtesy copy of the notice shall be sent to the Association that represents the Contractor; provided, however, that the Trust Office's failure to send such notice to the Association shall not affect the Trust's rights against the Contractor.
- F. Where a Contractor contracts with a listed delinquent subcontractor or subcontractors, and the Contractor fails to terminate the subcontract of such delinquent subcontractor, or subcontractors, the Contractor shall become financially responsible for the liability of the delinquent subcontractor's fringe benefits on that job from the commencement of the work under the subcontract to the date of termination of that subcontract.
- G. The Trust Office shall send delinquency notices to Contractors whose contributions are not paid as required. The Trust Office shall notify the Union of those Contractors who fail to pay within five (5) days of such notice and the Union may, at its sole option, withhold service from the Contractor involved until contributions are paid or satisfactory arrangements made with the Trustees for payment.
- H. Any employee rendered unemployed by reason of the foregoing shall not be deemed engaged in a work stoppage or labor dispute but shall be deemed constructively laid off by the Contractor by failure to pay monies due for the benefit of the employees. Contractor agrees that such employees are entitled to unemployment insurance and warrants that he will take no action to interfere with the employee's application for unemployment insurance. Any dispute in connection with this paragraph is subject to the grievance procedure.
- I. The Trust Office shall issue delinquency notices and clearances to Contractors confirmed in writing.
- J. All employees shall be covered by this Agreement and the provisions applicable to Trust Funds. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine the Contractor's records, including but not limited to all payroll records (including certified payroll records, electronic payroll records, and all records reflecting payments to trust funds other than the Laborer Trust Funds of Southern California Federal W-2 Forms, Forms 1099 and 1096, Quarterly State Tax returns, and time cards), all cash disbursement ledgers, all canceled checks, check registers, invoices and bank checking account statements, the scope of work portion of all contracts and subcontracts between general contractors and subcontractors. If requested by the Trusts, the Contractor shall provide payroll breakdown by job, and shall provide the job location, legal description of the jobsite property if known, the owner of job location, the name and address of the entity for which the Contractor is working, the contact telephone number for the job, the names and social security numbers of the employees working on the job, the number of hours worked by each employee on the job, all preliminary notices, mechanic liens and stop notices on the job, other relevant job location information requested by the Trusts and certification of workers compensation coverage. The Trustees may file suit to enforce this obligation, and, if successful, shall recover their attorneys' fees and costs, whether or not the audit reveals a delinquency. Any Contractor delinquent under this Article may be required by the Trust Funds to submit, in addition to regular reports, payroll breakdowns by job, and the failure to submit timely job breakdowns shall be considered a delinquency under this Article. If a Contractor refuses to furnish the foregoing the Union may take economic action.

- K.** The Contractor has a duty to report to the Trust Funds as required by the Agreement. The Contractor shall maintain for a period not less than four (4) years all payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement, including the records described in Section J, above. The Contractor shall make available such records for audit by the Trust Funds representative upon written request. The Contractor and the Union agree that such audits are expensive and time consuming for the Trust Funds and the Contractor, but the Trust Funds otherwise have no way of knowing the full extent of the Contractor's obligations, since the records showing the related employment are in the possession and control of the Contractor. In order to minimize the need for a frequency of such audits, the Contractor agrees that the Trustees and the Union place trust and confidence in the Contractor to report and pay contributions properly.
- L.** It is recognized that a delinquency in contributions causes damages beyond the value of the unpaid contributions, which are difficult to quantify. These damages include, but are not limited to, the administrative costs of processing and collecting delinquencies, the costs of adjusting benefit credits and notifying participants, the additional burden placed on Contractors who faithfully pay their contributions, and the burden upon participants and beneficiaries who may be unable to qualify for benefits they may have otherwise been entitled to but for the delinquency of the Contractor. Because these damages are difficult, if not impossible, to quantify on a case-by-case basis, the parties agree that liquidated damages, not a penalty, for such losses shall be set at the greater of \$25 or 20% of the contributions late or unpaid for each Trust Fund. The parties have reviewed the costs of collection by the Trust Funds, and agree that 20% liquidated damages is an accurate projection of the Trusts' damages that result from a delinquency. In addition, any Contractor delinquent in its obligations under this Article shall be required to pay interest on the delinquent contributions (at a rate to be set by the Trustees of the Trust Funds), and any audit fees. In the event that litigation is necessary to collect any delinquent contributions (including litigation to enforce mechanic liens, stop notices, bond claims or similar remedies, and any bankruptcy or receivership proceedings) or to enforce any obligation under this Article, in addition to liquidated damages owed by the delinquent Contractor, the Contractor shall also be liable for all reasonable attorney fees and legal costs incurred in such litigation. The Trustees of the Trust Funds may waive or reduce the amount of liquidated damages, at their sole discretion and consistent with their fiduciary duties. The decision of the Trustees in any request to waive or reduce liquidated damages shall be final and binding upon the parties.
- M.** The Trust Funds' Joint Delinquency Committee may require a Contractor to post a satisfactory bond in a sum equal to two (2) times the amount of the delinquency or such lesser amount as the Committee may determine, to secure payments of contributions to the Trust Funds. Such amounts are to be determined by the Trust Funds, and shall increase if the Contractor's delinquency increases. The bond shall not be construed in any way as in lieu of any payments required under this Agreement. All such bonds shall be deposited with the Trust Administrator and shall be in a form acceptable to the Trusts. The bond shall remain in effect for a period of thirty-six (36) months after the delinquency giving rise to the obligation to post the bond or until one year after the date that the Contractor is no longer bound to the Agreement or any successor Agreement, whichever is earlier.
- N.** For the purposes of this Agreement, delinquency in failure to make the required reports and contributions to the Trust Funds as determined by the Trustees, shall consist of the following:
- (a) Failure to submit trust report forms completely filled out and executed.
 - (b) Failure to report on all employees.

- (c) Failure to make the payments as required on time.
 - (d) Failure to pay audit amounts and audit fees and other costs and damages as determined by the Trust.
 - (e) Failure of the bank to honor checks submitted.
 - (f) Failure to pay monies due.
 - (g) Failure to submit to an audit.
 - (h) Failure to submit payroll breakdowns by job during an audit, if the Contractor maintains or can retrieve electronically such payroll breakdowns.
- O.** In addition to any other remedies under this Article, the Union may terminate the participation of a delinquent contractor. Notice of such termination shall be sent to the Contractor, and each of the employees listed on the last report submitted by that Contractor, and shall be effective thirty (30) days from such notice. Upon termination, no employee of the delinquent Contractor shall accrue credit for any benefits for hours worked for that Contractor. However, termination shall not end or alter the obligations of the Contractor (or any Contractor subcontracting to that Contractor) under this Article. In addition to any other damages under this Article, a Contractor so terminated shall be liable to the Trust Fund for the cost of notice, and shall be liable to its employees for the value of any benefits lost in an amount not exceeding the hourly contributions and liquidated damages that would otherwise have been due.

Article XXVI Public Works Project Davis-Bacon Act and Related Statutes

In the event an individual Employer bids a public job or project being awarded by a federal, state, county, city or public entity which is to be performed at a predetermined and/or prevailing wage rate established by the Secretary of the U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1, 3, 5 and 7, and which determinations are published in The Federal Register), or by the Director of the California Division of Industrial Relations, or a County, City or other public entity and the established prevailing wage rate, including vacation contributions, is lower by no more than fifteen (15%) percent on residential or housing work or by no more than ten (10%) percent on any other type of work, than the Master Labor Agreement hourly wage rate (excluding fringe benefits) the published hourly wage rate, including vacation contributions, at the time of bid shall apply to the job or project for the duration of the job or project but in no event to exceed an eighteen (18) month period.

In the event the job or project extends beyond eighteen (18) months, the wage rates, including vacation contributions, shall be increased thereafter to maintain the appropriate fifteen (15%) or ten (10%) percent differential under the then current Master Labor Agreement.

Should the predetermined wage rate and the Master Labor Agreement rate be the same, it is agreed that rate shall be in effect for an eighteen (18) month period.

On work that extends beyond eighteen (18) months, then the current Master Labor Agreement rate shall apply. If any public agency publishes prevailing wage and fringe benefit rates for Laborers classifications for a specific job or project which are less than the rates set-forth in the Master Labor



Agreement, and there are non-signatory prime bidders on the plan holders list, or if there is no bid list published, then the individual Employer may bid said project in accordance with the wage rates, fringe benefit rates and other applicable provisions of the Prevailing Wage Determination incorporated in the bid specifications.

Article XXVII Laborer Joint Apprenticeship Committee

- A.** The Contractors and the Union recognize the need for apprentice training and to this end shall indenture apprentices in conformity with California Labor Code Section 1777.5 governing employment of apprentices upon public work. Apprentices shall be employed in accordance with the Standards and guidelines as established by the Laborers Joint Apprenticeship Committee and approved by the Division of Apprenticeship Standards. The terms and conditions of this Agreement shall apply to Apprentices.
- B.** A qualified Employer shall employ one (1) Apprentice for the first five (5) Journeymen (although the Apprentice may be the second Laborer on the job), and one (1) Apprentice thereafter for each five (5) additional Journeymen on the job. Notwithstanding the above-stated mandatory ratio, a qualified Employer may employ one (1) Apprentice for the first four (4) Journeymen (although the Apprentice may be the second Laborer on the job) and one (1) Apprentice thereafter for each four (4) Journeymen on the job. No Apprentice may work without a Journeymen Laborer on the job.
- C.** The Contractor will make an effort to keep Apprentices reasonably employed regardless of period status or advancement to a higher period of pay.
- D.** The Local Union, through the Joint Apprenticeship Committee, shall dispatch Apprentices to the Contractors.
- E.** The Contractor shall pay to Apprentices the wages and to the Trust Funds the sums designated below for each hour worked or paid to Apprentices.
- F.** The parties have agreed to a Memorandum of Understanding regarding Apprenticeship ratios.

- 1. Apprentice wages shall be paid pursuant to the wage schedule set forth below and contained in the Apprenticeship Standards of the Joint Apprenticeship Committee, which is based on the following percentages of the Group V Journeyman rate of \$34.39:

1 st Period	1 - 500 hours	50%	\$17.20
2 nd Period	501 - 1000 hours	55%	\$18.91
3 rd Period	1001 - 1500 hours	60%	\$20.63
4 th Period	1501 - 2000 hours	70%	\$24.07
5 th Period	2001 - 2500 hours	80%	\$27.51
6 th Period	2501 - 3000 hours	85%	\$29.23

* Apprentices shall receive the appropriate percentage of any increase to the Journeyman wage during the term of this Agreement.

- 2. The Contractor shall pay to the Laborers Trust Funds the sum designated below for each hour worked or paid for on all Apprentices.

Trust Fund contributions for Apprentices:

Effective		8/1/15	7/4/16	7/3/17
Laborers' Health and Welfare Fund for Southern California	70%	\$4.80	**	**
Construction Laborers' Pension Fund for Southern California	20%	\$1.30	**	**
Construction Laborers' Vacation Fund for Southern California	70%	\$3.13	**	**
Laborers' Training and Retraining Fund for Southern California	100%	\$0.64	**	**
Fund for Construction Industry Advancement	100%	\$0.08	**	**
Center for Contract Compliance	100%	\$0.25	**	**
Laborers Trusts' Administrative Trust Fund	100%	\$0.12	**	**
Contract Administration Fund	100%	\$0.07	**	**
Partnership for Jobs Industry Advancement Fund	100%	\$0.10	**	**

** Apprentices shall receive the appropriate percentage of any increase to the journeyman wage during the term of this Agreement.

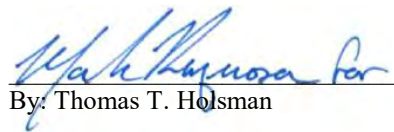
Article XXVIII Drug and Alcohol Abuse Prevention Programs

The parties recognize the problems which drug and alcohol abuse have created within the construction industry and have reached formal agreement on a Memorandum of Understanding on Drug Abuse Prevention and Detection. Any testing program implemented by an individual employer must conform to the provisions of the Memorandum of Understanding agreed upon by the parties.

The parties have agreed to a Memorandum of Understanding on Drug Screening.

IT IS AGREED by the parties hereto that all matters of wages, hours, and conditions, whether or not specifically set forth in this Agreement, are closed for the term of the Agreement.

**Associated General Contractors
of California, Inc.**


By: Thomas T. Holsman

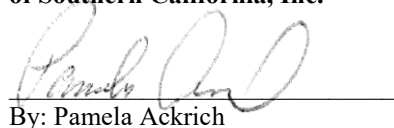
Date: 09-25-15

**Southern California District Council of
Laborers**


By: Armando Esparza

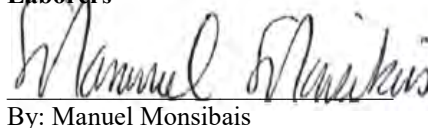
Date: 09-25-15

**Building Industry Association
of Southern California, Inc.**


By: Pamela Ackrich

Date: 09-25-15

**Southern California District Council of
Laborers**


By: Manuel Monsibais

Date: 09-25-15



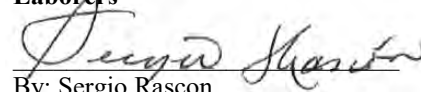
2015 - 2018
Laborers
Agreement
Page 54

Engineering Contractors' Association


By: Wes May

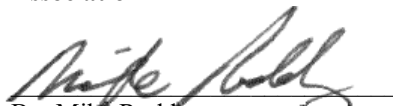
Date: 09-25-15

Southern California District Council of Laborers


By: Sergio Rascon

Date: 09-25-15

Southern California Contractors Association


By: Mike Roddy

Date: 09-25-15

APPENDIX A

RESIDENTIAL WORK

The provisions of the Master Labor Agreement apply except as modified by this Appendix A.

A. Definition:

1. Residential work is defined as all Laborers' work on wood or metal frame construction of single family residences, apartments and condominiums. This residential work shall not include projects that exceed three stories over a garage level; any utility work, such as telephone, gas, water, sewer, and other utilities; or any work outside property lines, including curbs, gutters, and sidewalks.
2. This residential work shall include all rough grading work at the job site behind the existing public right-of-way, at the time of commencement of said work. It shall not include any fine grading work, utility work, or paving work in the future street and public right-of-way.

B. Application: The Contractor may pay to its employees the rate for residential work, but only on residential work. Any work that is not residential work or is excluded from residential work as defined in Paragraph A, shall be paid at the construction rate.

C. Enforcement: For purposes of this Appendix A and notwithstanding any other steps in the grievance procedure of this Agreement a claimed violation of this Article shall be handled in the following manner:

1. Within twenty-four (24) hours of a request by the Union to the Contractor and to the Associations, a representative of the Union and a representative of the Associations shall meet on the job and review with the Contractor the work in question or the Contractor's bid, or both, to determine whether the Contractor has bid the job or a portion of the job, or has permitted any work to be performed on the job under residential rates where the work in question was not residential. If the Contractor refuses to participate or to furnish its bid, it shall be presumed that a deliberate, major violation of this article occurred.
2. If the Union and Association representatives find a violation of this Article, or less than construction rates were paid at a time when the Contractor did not have an Agreement with the Union to pay less than construction rates, the representatives shall issue a written award in the following language: "(Name of Contractor) is hereby found to be performing non-residential work, for which the Contractor has paid or proposes to pay residential rates. The remedy for this violation is an injunction against further work on the job known as (describe job) except at the construction overtime rate (as liquidated damages). This injunction shall be enforceable by a court injunction, and the plaintiff shall be entitled to its attorneys' fees and cost." The Union and the Association representatives shall thereafter examine the Contractor's books and records and make an award of damages, with the overtime portion of the award being paid to the Union as its damages.
3. If the Union and Association representatives find, or if it is found by any other arbitrator that the payment of less than construction rates by the Contractor for other than residential work was not inadvertent and minor, the Contractor shall lose the

benefit of the residential rate of this Agreement for one year from the finding of a violation. The burden of showing that the violation was inadvertent and minor is on the Contractor. If there is a finding of a second violation, the Contractor shall lose the benefit of the residential rate for the remainder of the Agreement.

4. If the Union and Association representatives cannot agree, the dispute shall proceed through the normal grievance procedure of this Agreement or the Short Form Agreement (whichever is applicable to the Contractor), and the award shall be as set forth in Paragraph 2.
- D.** If the Union finds that the enforcement of this clause is not succeeding, the Union may reopen the Agreement for the purpose of amending this Paragraph, and if no agreement is reached within fifteen (15) days on more stringent enforcement, the dispute shall be submitted to arbitration for the sole purpose of adopting language that is more stringent and easier to enforce.
- E.** Transfer Provisions: The Contractor recognizes the desirability of employing workmen from the area in which the work is located and the Union recognizes that in the employ of the Contractor are Laborers who are necessary to the efficient continuity of the Contractor's operations. Therefore, the Contractor may transfer up to four (4) Laborers and one (1) foreman from area to area. After the transfer of no more than four (4) Laborers and one (1) foreman, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50- 50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area. The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional Laborers, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. The above additional transfers shall only be made by mutual consent.

APPENDIX B

Healthy Workplace Healthy Family Act of 2014

The parties hereto agree to the fullest extent permitted, the Master Agreement shall operate to waive any and all provisions of the Healthy Workplace Healthy Family Act of 2014, effective January 1, 2015, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this Master Agreement.

APPENDIX C

GRIEVANCE OF DISPUTES

The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Grievance arbitration provision in a collective bargaining agreement is reflected in national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. “A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement.” *United Steelworkers of Am. v. Warrior & Gulf Nav. Co.*, 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). *D.R. Horton, Inc. v. N.L.R.B.*, 737 F.3d 344, 361 (5th Cir. 2013) (“[W]e discern[] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective-bargaining process and agree to an arbitration clause.” Citing, *Blessing v. Freestone*, 520 U.S. 329, 343, 117 S.Ct. 1353, 137 L.Ed.2d 569 (1997) (internal quotation marks and citation omitted).

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that “[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy... imposed on individual employees by the employer as a condition of employment.” *D. R. Horton Inc.*, 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator’s knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure provide a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

A. Arbitration of Employment Related Claims.

Any dispute, complaint or grievance alleging a violation of the Master Labor Agreement shall be processed through the Procedure for Settlement of Grievance and Disputes in Article VI, and the Local Union and Union shall retain sole and exclusive ability to bring such a grievance to arbitration

pursuant such Article. In addition, any dispute, complaint or grievance concerning a violation of, or arising under, Industrial Welfare Commission Wage Order 16 ("Wage Order 16") which is subject to the Procedure for Settlement of Grievance and Disputes in Article VI by operation of Wage Order 16 and exemptions contained therein for employees covered by collective bargaining agreements shall remain subject only to Article VI and not this Appendix C. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as "Contractual Disputes".

In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code Sections identified in California Labor Code section 2699.5 as amended, the California Private Attorneys General Act (Labor Code section 2698, et seq.), and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter "Statutory Dispute" or "Statutory Disputes") shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Appendix C as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Master Labor Agreement which are deemed Contractual Disputes). This Appendix C shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers' Compensation.

B. Procedure for Arbitration of Disputes.

No Statutory Dispute subject to this Appendix C shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Local Union within the later of (i) the time set forth in the Procedure for Settlement of Grievance and Disputes in Article VI or (ii) the time provided for under applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If the individual employee dispute is a Statutory Dispute subject to this Appendix C, the grievance shall not be heard by the Joint Adjustment Board, but shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article VI shall not apply; instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes. The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator; however, the Arbitrator may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee's ability to pay. Each party shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, or if there is a written agreement providing for an award of costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fees to the prevailing party. Any issue regarding the payment of fees of costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Local Union or Union shall not be a party to such, and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of

2015 - 2018
Laborers
Agreement
Page 60

damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors.

APPENDIX D**WATER TRUCK – TWO-AXLE**

EFFECTIVE	8/1/15	7/4/16	7/3/17
Laborers' Health and Welfare Fund for Southern California	\$9.73	**	**
Construction Laborers' Pension Fund for Southern California	\$6.50		
Construction Laborers' Vacation Fund for Southern California	\$4.47*		
Laborers' Training and Retraining Fund for Southern California	\$1.52		
Fund for Construction Industry Advancement	\$0.08		
Center for Contract Compliance Trust Fund	\$0.25		
Contract Administration Fund	\$0.07		
Laborers Trusts' Administrative Trust Fund	\$0.12		
Partnership for Jobs Industry Advancement Fund	\$0.10		
Total:	\$22.84		

* Includes Supplemental Dues contribution (\$1.69)

**** Future Increases:**

7/4/16 To be determined and approved by the Associations and the Union.
7/3/17 To be determined and approved by the Associations and the Union.

ATTACHMENT #1**CONTRIBUTIONS PAYABLE TO TRUST FUNDS**

EFFECTIVE	8/1/15	7/4/16	7/3/17
Laborers' Health and Welfare Fund for Southern California	\$6.86	**	**
Construction Laborers' Pension Fund for Southern California	\$6.50	**	**
Construction Laborers' Vacation Fund for Southern California	\$4.47*	**	**
Laborers' Training and Retraining Fund for Southern California	\$0.64	**	**
Fund for Construction Industry Advancement	\$0.08	**	**
Center for Contract Compliance Trust Fund	\$0.25	**	**
Contract Administration Fund	\$0.07	**	**
Laborers Trusts' Administrative Trust Fund	\$0.12	**	**
Partnership for Jobs Industry Advancement Fund	\$0.10	**	**
Total:	\$19.09		

* Includes Supplemental Dues contribution

**** Future Increases:**

7/4/16 \$1.60 (\$0.25 to Pension, \$1.35 to be allocated by the Union)

7/3/17 \$1.65 (\$0.25 to Pension, \$1.40 to be allocated by the Union)

** To be allocated by the Union to (1) Hourly wage rate; (2) Health & Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Any combination thereof.

EXHIBIT 3

Industrial Relations Department – Southern California

1906 West Garvey Avenue South, Suite 100

West Covina, CA 91790

Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022

Laborers
Agreement**INDEX**

	<u>Article</u>	<u>Page</u>
4 x 10 Work-Week	XVIII (C)	35
Annuity Plan	XIX (E)	40
Apprentices – Ratio	XXVII (B)	51
Apprentices – Wage Rates	XXVII (F)	52
Apprenticeship Fund and Training Fund	XXVII (F2)	52
Arbitration (Collective Bargaining Grievance of Disputes)	Appendix C	58
Area Covered	I (B1)	2
Breaks (Rest Periods)	XVI (D)	32
Business Representatives	VII (A)	25
Center for Contract Compliance	XXII	46
Classifications	VIII	26
Contract Administration Fund	XXI	46
Contributions to Trust Funds	Attachment No.1	62
Coverage	I	2
Davis-Bacon	XXVI	51
Definitions	I (A)	2
Delinquencies	XXV	47
Demolition Work	I (D)	4
Dispatching Procedures	III (A)	10
Drinking Water	XVII (D)	33
Drug and Alcohol Abuse Prevention Program	XXVIII	53
Emergencies	XVIII (H)	36
Employee Rights	V	19
Equal Employment Opportunity	XIII	29
Favored Nations Clause (Existing & Other Agreements)	X	28
Foreman – Ratio	III (G)	18
Foreman – Wage Rate	XV (C)	30
Fringe Benefits	Att. No. 1	62
Fund for Construction Industry Advancement	XX	45
General Provisions	I	2
General Saving Clause	XI	28
Grievances and Disputes, Procedure for Settlement	VI	23
Grievance of Disputes (Collective Bargaining Arbitration)	Appendix C	58
Health and Welfare	XIX (C)	38
Healthy Workplace Healthy Family Act	Appendix B	57
Heat Illness (Preventative Recovery Period)	XVI (E)	32
Hiring Provisions	III	10
Hiring – Transfer of Employees	III (G)	18
Hiring – Name Call	III (A)	10
Holidays	XVI (A)	30
Jobsite Transportation	XVII (E)	33
Jurisdictional Disputes	IV (D)	19
Just Cause (Discharge of Employees)	III (A7)	15
Laborers Trusts' Administrative Trust Fund	XXIII	46
Manhole Building	I(L)	7
Material, Supplies, Equipment, Purchase of	V (F)	21
Meal Periods	XVI (C)	31
Mobility (Transfer of Employees)	III (G)	18
Other Agreements	X	28
Overtime, Rates	XIX (A)	38

2018 - 2022
Laborers
Agreement

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

	Article	Page
Overtime, Shift	XVIII (A)	34
Owner-Operators	V (K)	21
Paid Sick Leave (State Law Waiver)	Appendix B	57
Parking	XVII (C)	33
Partnership for Jobs Industry Advancement Fund	XXIV	47
Payment of Wages	XVI (B)	30
Pension Plan	XIX (D)	39
Pre-job Conference	XIV	29
Protective Clothing	XVIII (P)	38
Repairs, Warranty	I (C)	4
Reporting Time and Minimum Pay	XVIII	33
Residential Wages	XIX	45
Residential Work	Appendix A	55
Rest Periods (Breaks)	XVII (B)	33
Rest Periods (Day of Rest)	XVII (B)	33
Safety	XVII (A)	32
Saturday Make-Up Day	XVIII (D)	35
Scope of Work	I (B)	2
Shift Work	XVIII (A)	34
Shift Work - Multiple Shifts	XVIII (B)	34
Shift Work - Special Shifts	XVIII (F)	35
Shops	I (B6)	4
Show-up Time	XVIII (L)	37
Sick Leave (State Law Waiver)	Appendix B	57
Signing of Documents	XVII (F)	33
Starting Times	XVIII (A2)	34
Stewards	VII (B)	25
Strikes, Lockouts, Jurisdictional Disputes	IV	18
Subcontracting	V	19
Subsistence	XVIII (I)	36
Superintendents – Trust Fund Contributions	XV (D)	30
Supplemental Dues	III (E)	16
Term, Termination and Renewal	XII	29
Tide Work	XVIII (G)	36
Training and Retraining Trust	XIX (G)	40
Transfer of Employees	III (G)	18
Union Recognition	II	9
Union Standards	V	19
Unit Work (other Agreements)	I (J)	7
Vacation, Holiday and Sick Pay Plan	XIX (F)	40
Wage Scales	XIX (K)	41
Warranty, Repairs	I (C)	4
Watchmen	XIX (B)	38
Water Truck (Two-Axle)	Appendix D	61
Work Assignments	IV (E)	19
Work Covered (Scope of Work)	I	2
Work Day	XVIII (A1)	34
Work Day or Work-Week – Change in	XVIII (A1)	34
Work Preservation	V	19
Working Rules	XVIII	33
Yards	I (B6)	4

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 1

SOUTHERN CALIFORNIA

AGC/LABORERS MASTER AGREEMENT

2018 - 2022

This Agreement entered into this first day of July 2018, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association, and the Southern California Contractors Association, Inc., on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS; and, the Southern California District Council of Laborers affiliated with Laborers' International Union of North America, AFL-CIO, on behalf of itself and on behalf of its affiliated Local Unions which have jurisdiction over the work in the territory hereinafter described, all affiliated with the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations; hereinafter referred to as the UNION.

Purpose

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

To effectively implement the foregoing, the parties to the Agreement hereby establish a Committee to meet quarterly composed of three (3) representatives appointed by the Southern California District Council of Laborers and three (3) representatives appointed by the Southern California General Contractors. This Committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to recommend such changes as it deems to be in the best interest of the parties to the Agreement, which changes, if approved as set forth below, shall not be subject to Article X, Paragraphs A or B of the Agreement.

Approval of any change shall not be subject to Article IV or VI of the Agreement, and shall require a written agreement approved and executed by duly authorized representatives of the Southern California District Council of Laborers and the Southern California General Contractors.

This Committee shall be empowered to develop rules and procedures for its deliberations.



2018 - 2022
Laborers
Agreement
Page 2

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

Article I General Provisions

A. Definitions

- (1) The term “Contractor” or “Employer,” as used herein, shall refer to an Employer party to or bound by this Agreement.
- (2) The term “Association,” as used herein, shall refer to the Associations previously named and signatory to this Agreement.
- (3) The term “Union,” as used herein, shall refer to the Southern California District Council of Laborers and its affiliated Local Unions which have jurisdiction over the work in the territory covered by this Agreement. The term “Local Union”, as used herein, shall refer to a local Union affiliated with Southern California District Council of Laborers, which has jurisdiction over the work in the territory covered by the Agreement.
- (4) The term “Workman” or “Workmen,” as used herein, shall refer to a person, or persons, in the labor market who are not employed.
- (5) The term “Employee(s)” as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement.
- (6) The term “Superintendent” as used herein shall refer to an employee who does not work with the tools of the trade and who may supervise employees working at the trade.
- (7) All personal nouns and pronouns refer to the male and female gender.
- (8) The “Method of Delivery of Written Notices” required by this Agreement shall be satisfied by one of the following means of delivery: email, fax, certified mail or regular mail.

B. Coverage

1. This Agreement shall apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this paragraph, employed to perform or performing any construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereafter in this Agreement in the area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.
2. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms or corporations who at the time of execution of this Agreement are, or during the term hereof become, eligible members of the Associations.

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement

Page 3

3. Each individual Contractor, whether corporate or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement. The Union shall not dispatch workers or permit employees to work for a person, firm, limited liability company, partnership, joint venture or other legal entity who, as a “broker”, or subcontractor, furnishes workers to perform work covered by this Agreement, or who arranges for workers to be placed upon the payroll of a Contractor. A “broker” is a person, firm, limited liability company, partnership, joint venture or other legal entity, including a Contractor or Subcontractor, who hires or arranges for the hire of jobsite employees but does not supervise or control their work or maintain the equipment they use.
4. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations, irrespective of any similarity between this Agreement and any such other Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions hereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering existing and other Agreements.
5. This Agreement shall cover all work coming within the claimed jurisdiction of the Laborers’ International Union of North America, including all work involved in laying and installation of pipe, to be performed at the jobsite as set forth in Article I of this Agreement.
 - (a) It shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work:
 - (b) Street and highway work, grading and paving, excavation of earth and rock, including non-destructive utility line location (hydrovac operations), including all subsurface imaging, including but not limited to the operation of ground and surface penetrating radar, video/CCTV pipe inspection equipment, and radiographic equipment, all subsurface imaging and mapping, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, underground communication and conduit installation, fiberoptic installation, blowing, splicing, testing and related work for telephone, T.V. or other communication transmission through conduit, encasement of conduit by concrete, slurry or other materials, water supply, water development, reclamation, rain water collection systems, irrigation, draining and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.



- (c) The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, weatherization, green energy work, geothermal, wind, water, solar energy installations and appurtenances thereto, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.
 - (d) All work involved in laying and installation of industrial pipe regardless of the material used or substance conveyed.
 - (e) All work involved in laying and installation of pipe both outside and within sewage filtration and water treatment plants, including, but not limited to, mechanical and pressurized pipe within.
 - (f) All work involved in laying and installation of landscaping irrigation pipe.
6. Repairing of power tools on the jobsite in connection with Laborers work. All work performed in the Contractor's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor for use on the project shall be subject to the terms and conditions of this Agreement.

C. Repairs

Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

D. Demolition

It is agreed that where demolition work is included under the terms of the job specifications of the General Contractor or subcontractor such work, including the salvage of the material from the buildings to be demolished, as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale, shall be performed by a person, firm or corporation signatory to this Agreement.

- E.** This Agreement shall cover all work coming within the claimed jurisdiction of the Laborers' International Union of North America, including all work involved in laying and installation of pipe, to be performed at the jobsite as set forth in Article I of this Agreement.

- F.** Subject to the preceding paragraph, and subject to Paragraphs I and K of this Article, it is agreed that Laborers work shall include but not be limited to:

- 1. All work necessary to tend all other building trades craftsmen, including stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening,

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 5

horticulture, landscaping, trackmen (construction, maintenance and repair), cleanup of debris, grounds and buildings, the unloading of trucks and moving of equipment, material, furniture and cabinets on the jobsite, and all General Laborers' work. The hoisting of rods except when a derrick or outrigger operated by other than hand power is used is claimed as Laborers' work, also the erection and dismantling of scaffolding regardless of height.

2. All work in connection with excavation for building and other construction including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps.
3. All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, patching, sandblasting, water blasting, mixing, handling, shoveling, rough-strike off of concrete, concrete that may be hand worked by any method or means, conveying, pouring, handling of the chute from readymix trucks, walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks, concrete pumps and similar type machines, grout pumps, nozzle men, (including gunmen and potmen), vibrating, guniting and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work, cutting of concrete piles and filling of cracks by any method on any surface.
4. Preparation, installation and application of epoxy, including the setting of dowels.
5. All work in the excavation, grading, preparation, concreting, asphalt and mastic paving, paving, ramming, curbing, flagging, traffic control by any method, and laying of other stone materials, and surfacing of streets, ways, courts, underpasses, overpasses and bridges.
6. All work in connection with the operation of spreader boxes, such as True-Lay, Rola Pavers and Laytons or similar type models, including but not limited to shoveling and shifting material and cleaning of boxes.
7. All work in connection with the cutting of streets and ways for all purposes, including aligning by any method, digging of trenches, manholes, etc., handling and conveying of all materials for same; concrete of same; and the backfilling, grading and resurfacing of same.
8. All work in connection with the construction of caissons, cofferdams, subways (except as covered by the Tunnel Master Labor Agreement), aqueducts, irrigation water lines, culverts, flood controls, and both metallic and non-metallic drains and sewers, any type of conduit, no-joint pipe, including the cribbing, lagging, bracing, sheeting and checking grade for pipe laying, trench jacking and handling of hand-guided lagging hammers on all open trenches and ditches.
9. All work in connection with the shoring and under-pinning, including cutting, fitting, placing and raising, of all structures, soldier beams and sheet beams.
10. All work in connection with drilling, all work of loading, placing and blasting of all powder and explosives of whatever type, regardless of the method used for such loading and placing. All power drills (whether core, diamond, wagon, track,

multiple unit or other) and any and all types of mechanical drills without regard to motive power, size of drill bit, or self contained nature of the machine.

11. All helper work on water well drills.
12. All work involved in the construction, replacement, alteration or modification of all rail lines, including salvage, demolition and take up, on main lines, siding, service lines or on any structures part of or appurtenant to such facilities, whether located on railroad, public or private property and rights of way of any sort.
13. All signaling and rigging in connection with Laborers' work.
14. All work in connection with the wrecking of buildings and structures as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale.
15. All work in connection with the slinging, handling and placing of all riprap, rock and stone on highways, jetties, retaining walls or wherever used, wrecking yards and wrecking work on construction and/or razing sites.
16. The operation of remote controlled robotic equipment in connection with Laborers' work.
17. Mechanically stabilized earthen wall construction and installation.
18. All work on precasting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.
19. All stocking and distribution of drywall material after it has been delivered to the jobsite; general cleanup of drywall scrap, framing scrap, lathing scrap, roofing scrap, plastering scrap, electrical scrap and associated materials; jobsite distribution of all appliances, ranges and furniture as well as cleanup work associated therewith.
20. The installation of all forms of fencing of any type or material including, but not limited to, chain link, V-mesh, rectangular and square mesh fabrics, revetments, wire netting and barb wire, baseball backstops, tennis courts, cribs, cages, window guards and safety screens, interior and exterior. All screens including panels of metal, fiberglass, glass or synthetic materials. Metal corrals, pens, runs or enclosures. Metal and wood guard rail, road markers and street signs. Post and cable or chain fences or barriers. Installation of recreational game equipment including swings, slides, climbing structure, basketball backstops, net post and bars. Installation of metal gates and mechanical operators. Balcony railings where wire mesh, metal or wood panels are involved. Flag poles and street subdivision identification sign posts. All post hole drilling or excavation and the driving of fence posts for the work described above. The loading, moving and unloading of fencing materials.
21. Installation and cutting of pavers and paving stone.
22. Operation of all forklifts and small skid steer loaders.
23. All Laborers work in refineries, including but not limited to General Laborers Work, firewatch, bottle watch, hole watch, Safety Attendant, fire blanket, weather

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 7

protection, hydroblasting, distribution of drinking water, storm drains, sanitary sewer pipes, all demolition, emergency spill cleanup, flagging and traffic control, erosion control and silt fence, pipe laying, concrete work, cleanup and janitorial cleanup, manholes, and catch fence.

- G.** Classifications listed in this Agreement which are not listed under this Section shall be included in the coverage and description of Laborers' work claimed just as though incorporated in full in this Article. This does not restrict the Laborers from performing other work.
- H.** Any Contractor not signatory to both the Laborers' Tunnel Agreement and the Master Labor Agreement shall agree that whenever work is performed which is covered by the terms of the Laborers' Tunnel Master Agreement for the Eleven Southern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the individual Contractor.
- I.** It is agreed that work covered by the following agreements: Plaster Tenders, Brick Tenders, Tunnel, Guniting, Asbestos, Housemovers, Horizontal Directional Drill, Parking and Highway Improvement and Landscape are a part of the work description covered by this Agreement and are a part of the bargaining unit work covered by this Agreement for work in the Eleven Southern California Counties. To the extent that any work covered by such agreement is encompassed by any construction agreement being performed by or let to the Contractor, such other wages, hours and economic terms of employment shall be considered a part of this Agreement in the Eleven Southern California Counties by reference. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Article V shall be applicable to such work.
- J.** This Agreement shall not prevent the Contractor from negotiating or making agreements with the Laborers' Union for any work or classification not covered by this Agreement.
- K.** Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different materials, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto will be given preference for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new or different method or technology; and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement, regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material, or new or different method or technology.
- L.** Manhole building shall be performed by bargaining unit employees qualified to perform manhole building. The Contractor may subcontract such work to a licensed contractor whose bargaining unit employees shall perform such work. Such subcontract shall in all ways comply with the Article of this Agreement dealing with subcontracting. Bargaining unit employees shall receive wages and benefits equivalent to or greater than those contained in this Agreement for unit employees performing such work. In either case the bargaining unit employees shall receive benefits for actual hours worked, as per Article XVIII, Paragraph M, of this Agreement.
- M.** Work involved in laying and installation of pipe which is covered by this Agreement shall include, but shall not be limited to:

2018 - 2022
Laborers
Agreement
Page 8

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

1. All work incidental to the laying of pipe, the unloading, handling and distribution of all pipe, fittings, tools, materials, equipment and laser beam operation.
2. Industrial pipe fitting in connection with Laborers' work.
3. All inside pipe coating or lining by any method including joint finishing; pipe bursting.
4. Welding, certified or otherwise, in connection with Laborers' work.
5. Installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.
6. Installation of valve boxes, thrust blocks, both precast & poured in place, pipe hangers & supports incidental to installation of the entire piping system.
7. Start-up testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Agreement.
8. Any line inside a structure which provides water to work covered by this Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping.
9. All piping for ornamental stream beds, waterways and swimming pools.
10. All piping for sewers and drain lines and all preparation on the jobsite allied directly thereto, including fabrication, replacement, repair and service of such installations.
11. All temporary irrigation and lawn sprinkler systems, all temporary water lines.
12. All decorative landscaping, such as decorative pools, ponds, reflecting units, hand grade landscaped areas, finish grade, spread top soil, build mounds, trenching by normal methods, backfill trenches, seed lawns, lay sod, use of ground cover such as flatted materials, riprap, gravel & rock, crushed rock, pea gravel and all other landscapable ground covers, installation of header boards and mowing edges, soil preparation such as wood shavings, fertilizers (organic, chemical or synthetic), top dress ground cover areas with bark or any wood, residual or other specified top dressing.

- N.** All work in connection with the handling, control, removal, abatement, encapsulation or disposal of toxic waste. The work tasks shall include, but not be limited to, the erection, moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment used in the handling, control, removal or disposal of toxic waste; as well as the bagging, cartoning, crating, or otherwise packaging of materials for disposal.
- O.** All work in connection with traffic control, including but not limited to flagging, signaling, assisting in the moving and installation of barriers and barricades including k-rail, safety borders and all equipment; operation of pilot trucks.

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 9

- P. All work in connection with geotechnical, toxic or hazardous waste, environmental remediation, environmental investigation, anode or cathodic protection drilling, including but not limited to helper, drilling crew foreman, operation of geotechnical or environmental drills and development equipment without regard to motive power, size of drill bit or gig, type or method of drilling or self contained nature of the machine. Drills include but are not limited to Central Mine Equipment (CME), Foremost, Geoprobe or other similar makes.
- Q. Demolition and installation of artificial (synthetic) turf and tracks, playground surfaces and pathways, whether rubberized or of other material.
- R. Assembly and installation of modular buildings in connection with laborers work.
- S. Operation of all vehicles in connection with laborers work.
- T. Installation of metal lockers and related work.

Article II Union Recognition

- A. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. The Union has requested recognition as the Section 9(a) representative of the employees performing laborers' work covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Associations and each Contractor expressly acknowledge that they and each of them have satisfied themselves that the Union represents a majority of the employees employed to perform laborers' work and agrees that the Union is the collective bargaining representative of such employees. The Associations on behalf of themselves and each of their members and each Contractor specifically agree that they are establishing or have established a collective bargaining relationship by this Agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947 as amended. The Union is recognized as the sole and exclusive bargaining agent for itself and all its affiliated Local Unions. Any dispute concerning this paragraph shall be resolved by a mutually agreed upon neutral Arbitrator, either during the term of this Agreement or any time thereafter. The Associations on behalf of themselves and their respective member Contractors bound to this Agreement specifically agree that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foremen.
- B. The Union recognizes the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association, and the Southern California Contractors Association, Inc., as the sole and exclusive bargaining representatives for their respective eligible members, present and future, who are or who become bound by this Agreement and agree that during the term of this Agreement it will not negotiate or enter into any agreement with such individual members of the Associations relative to part or all of the subject matter covered by this Agreement.



- C. This Agreement shall be binding upon each and every eligible member of the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association, and the Southern California Contractors Association, Inc., with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association, and the Southern California Contractors Association, Inc., shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any eligible member shall resign or be suspended from any of the Associations prior to the expiration date of this Agreement and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement, provided, however, that as to such former or suspended members, the provisions of Article IV and Article VI shall not apply from the time when such member resigns or is suspended from any of the Associations. Such former or suspended member shall automatically be bound by all of the terms of the Laborers' Short-Form Agreement for the Construction Industry except that he may terminate the Short-Form Agreement by giving the appropriate Association and the Union at least sixty (60) days written notice prior to June 30, 2018 (or June 30 of any subsequent year if the Union fails to give notice in 2018) of his intent not to be bound by any new or renewed agreement. Thereafter the termination clause of the Short-Form Agreement shall apply. The Associations will advise the Union of any new or resigned or suspended members within thirty (30) days after admission to membership or change in membership status.

Article III Dispatching Procedures, Hiring Hall Provisions

- A. In the employment of workmen for all work covered by this Agreement, the following provisions shall govern:
1. Each Local Union shall establish and maintain an employment facility at which it shall establish and maintain an open and non-discriminatory employment list for the use of applicants for employment in the geographical area serviced by that employment facility.
 2. Applicants shall be registered on the employment list in the order of time and date of registration. There shall be five (5) groupings in the out-of-work list as hereinafter more particularly described.
 3. Each applicant for employment shall be required to furnish such data, records, names of employers, length of employment or other information as may be considered necessary to the operation of said employment lists and each applicant shall complete prior to registration such forms for recording such information as may be submitted to him. Applicants shall list any special skills and safety certifications which they may possess.
 4. The Contractor shall first call the employment facility servicing the geographical area in which the project is located on which employees are needed and that employment facility shall immediately dispatch to the Contractor the number of qualified and competent applicants of the classifications needed and requested by the Contractor. The Contractor may require as a condition of dispatch that the applicant possess safety certifications that are available through the Laborers Training and Retraining Trust and related to the work to be performed for the Contractor. The employment facility shall dispatch workmen strictly in accordance with the provisions of this Agreement.

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 11

5. It shall be the responsibility of the Contractor, when ordering men, to give the employment facility all of the pertinent information regarding the prospective employment, including skills, qualifications and safety certifications related to the work to be performed by the Contractor (provided such certifications are available through the Laborers Training and Retraining Trust).
6. (a) The employment facility will furnish in accordance with the request of the Contractor each such qualified and competent applicant from among those registered on said employment list to the Contractor by use of a written dispatch slip stating information pertinent to the prospective employment, in the order of preference stated below. The selection of applicants for dispatch to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The order of preference in the dispatch of applicants who are available for employment is as follows:

Group A: Applicants whom a Contractor requests by name who have been laid off or terminated from employment of the type covered by this Agreement in the area served by the employment facility within five (5) years before a request from the same Contractor or a joint venture of which one (1) or more members is a former employer, who laid off or terminated them provided they are available for employment. This provision shall also apply to individual employers wishing to rehire employees of a joint venture of which the individual employer was a member.

Group B: In addition to requests permitted in Group A, above, the Contractor may request for employment (a) any person who has graduated from Apprentice to Journeyman status within the last twelve (12) months prior to the request; (b) any person in Wage Classification Groups II, III, IV, and V who is registered on the out-of-work list out of order for any reason; provided, however, that a person requested under this section has worked at least three hundred (300) hours under this Agreement in the previous six (6) months in the area served by the Local Union employment facility, or has been available for work on the out of work list at least three hundred (300) hours (calculated at eight [8] hours per day) at the Local Union employment facility, or a combination of both totaling at least three hundred (300) hours; and (c) any person to work in Wage Classification Group I who is registered on the out-of-work list out of order for any reason, provided, however, that a person requested under this section has worked at least one thousand (1,000) hours under this Agreement in the previous twelve (12) months in the area served by the Local Union employment facility, or has been available for work on the out of work list at least one thousand (1,000) hours (calculated at eight [8] hours per day) at the Local Union employment facility, or a combination of both totaling at least one thousand (1,000) hours. Under this section, working in the area served by the Local Union employment facility shall include a person dispatched to a Contractor in that area and then transferred by the Contractor to another area pursuant to the transfer provisions contained in this Agreement. At no time shall any job contain more than fifty

(50%) percent of persons requested under this section. Any Local Union, may at its option, permit a percentage of individual requests greater than fifty (50%) percent on any job.

Group C: Applicants whose names are entered on the employment list of the registration facility and who are available for employment and who have been employed in the type of work covered by this Agreement within the geographical jurisdiction of the Union, excluding San Diego County, for at least one hundred (100) hours within the preceding year. Workmen in Group C shall be referred on a first-in, first-out basis; that is, the first man registered in that group shall be the first man referred.

Group D: All other applicants whose names are entered on the employment list of the registration facility and who are available for employment. Workmen in Group D shall be referred on a first-in, first-out basis; that is, the first man registered in that group shall be the first man referred.

- (a) Apprentices: The Local Union, through the Joint Apprentice Committee, shall dispatch Apprentices from a separate list on a first-in, first-out basis: that is, the first person registered in that group shall be the first person referred; provided, however, a Contractor may request an Apprentice by name and such Apprentice shall be dispatched regardless of the Apprentice's placement on the list.
- (b) Expedited Dispatch Group: The Union recognizes the need of the Contractor to have the Union dispatch workers on an expedited basis to jobsites, and the Contractor recognizes the requirement for the Union to operate a fair hiring hall. Notwithstanding any other provision of this Article, if the Contractor contacts the Local Union after posted dispatch hours and requests workers to be dispatched to a jobsite within twenty-four (24) hours of the Contractors' call to the Local Union (and the Contractor does not request the worker by name pursuant to Group A and B, above), the Local Union shall dispatch the person nearest to the top of the out-of-work list who is present at the Local Union hiring hall and if no one is present, then the person nearest to the top of the out-of-work list who can be contacted by telephone. If the Local Union cannot contact a person by telephone after one telephone call, the Local Union shall call the next qualified person on the list. A person who is not present at the Local Union hiring hall or reachable by telephone for an Expedited Dispatch shall not be eliminated from the out-of-work list.
- (c) Notwithstanding the provisions of this Article, a worker shall be given preference in the order of dispatch under any of the following circumstances:
 - (i) A Contractor becomes newly bound to this Agreement and requests the dispatch of its existing employees at the time the Contractor becomes bound.

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
Laborers
Agreement
Page 13

- (ii) A Contractor agrees to sponsor an employee as a Journeyman Laborer who has not worked under any Laborers Union Agreement; provided the Contractor agrees in writing that it intends to employ the worker on a full time basis. The Contractor shall send a letter to the Local Union to document its request.
- (iii) A worker is “stripped” from a non-union employer and is dispatched to a Contractor.
- (iv) A worker is a certified job steward and is dispatched to the job to act in such capacity. At no time shall any job contain more than fifty percent (50%) of persons requested under subsection b, c and d, above. Any Local Union may, at its option, permit a percentage of individual requests greater than fifty percent (50%) on any job.
- (d) For Contractor requests by name pursuant to the provision of Article III, Section 6(a), Group A and B and Apprentices, above, the Contractor shall document the request in writing, dated, signed by an appropriate management representative, specifying whether the person is a rehire and names the job for which the referral is requested.
- (e) Available for employment shall mean persons eligible for referral and present at the hiring hall or present at their residence telephone (if the Local Union permits dispatching by telephone) during the Local Union’s posted dispatch hours, and all persons eligible for referral and present at the hiring hall after posted dispatch hours, unless excused for the following reasons:
 - (i) When death occurs in the immediate family, from the date of death and not exceeding one (1) week after the date of burial; provided, however, that the applicant produces bona fide proof of such death.
 - (ii) Persons on jury duty, provided they produce bona fide proof they are serving on jury duty.
 - (iii) Persons temporarily serving in the U.S. Military Reserve, provided they produce bona fide proof of such service.
 - (iv) Required attendance at a Workers’ Compensation hearing or other administrative or court hearing, provided they produce bona fide proof of their required attendance at such hearing.
 - (v) Any other reason stated in the Local Union’s hiring hall rules.
- (f) Persons shall be eliminated from the registration list for the following reasons:



Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 14

- (i) Dispatched to a job, except that a person who is rejected by the Contractor or fails to complete five (5) days of work (or such other period of time set forth in a Local Union's hiring hall rules) shall retain his/her position on the list. Upon request of the Contractor, no person who is rejected by the Contractor shall be dispatched again to the Contractor. Upon Local Union's request, the Contractor will confirm its request in writing.
 - (ii) Failure to accept the dispatch.
 - (iii) Unavailable for employment during posted dispatch hours.
 - (iv) Failure to report to a job to which the person was dispatched.
 - (v) Failure to register or attend roll call in accordance with the Local Union's rules.
 - (vi) Any other reason stated in the Local Union's hiring hall rules.
- (g) There is hereby established a Joint Referral Committee consisting of four (4) representatives of the Contractor and four (4) representatives of the Union. The establishment of the Committee is for the purpose of interpreting and enforcing all the terms and provisions of Article III, A. Any person having any disagreement with an applicant's placement or dispatch under Article III, A, shall submit his grievance to the Joint Referral Committee, by filing a written grievance with the Local Union stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance. The Joint Referral Committee shall have full power to adjust the grievance and its decision shall be final and binding upon the person submitting the grievance and all other parties involved in the dispute. In the event of deadlock of the Joint Referral Committee, the grievance shall be referred to the permanent hiring hall neutral arbitrator, whose decision shall be final and binding. The costs of arbitration shall be borne equally by the Employer and the Local Union involved in the dispute. Forms for the submission of any such grievance shall be available at all times in the offices of the Local Unions. Neither the Joint Referral Committee nor the permanent hiring hall neutral arbitrator has the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.
- (h) The parties agree that, at its option a Local Union may elect to delete Group D by posting written notice of such election at the place of dispatch.
- (i) When ordering workmen, the Contractor will give notice to the appropriate Local Union, or its Agents, not later

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 15

than 2:30 P.M. of the day prior (Monday through Friday), or in any event, not less than seventeen and one-half (17½) hours before the required reporting time; and in the event that forty-eight (48) hours after such notice the appropriate Local Union, or its Agents, shall not furnish such workmen, the Contractor may procure workmen from any other source, or sources. If workmen are so employed, the Contractor will immediately report to the Local Union having work and area jurisdiction, or its Agents, each such workman by name.

7. This section shall be known as the Laborers' Code of Performance. Without diminishing in any manner the Contractor's rights under Section F of this Article, should any Laborer referred for employment be terminated for cause as defined under this section, his or her referral privileges shall be suspended automatically for one (1) month. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six (6) months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely (time period begins from date of first discharge). A termination "for cause" under this section is defined to include a termination for excessive absenteeism, excessive tardiness, lack of required skills (not applicable to apprentices), insubordination or theft.
 - (a) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the designated panel or an arbitrator shall be final and binding.
 - (b) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council may, upon written request of the applicant, vacate or reduce the period of suspension. A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training, whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion.
 - (d) The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it.
 - (e) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer designated by and whose cost shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 16

Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue(s). The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.

- B.**
1. New Employees who have not worked under this Agreement may be employed by the Contractor as a journeyman, if so requested by the Contractor and if in accordance with this Agreement. Otherwise, all such employees should be screened and tested by the Joint Apprenticeship Committee to determine whether the employee is a journeyman or should be registered as an apprentice.
 2. In the event an employee is employed as a Journeyman at the request of a Contractor pursuant to Section 1, above, and leaves the employment of the Contractor and returns to the Local Union for dispatch, the employee shall be referred to the Joint Apprenticeship Committee for screening and testing to determine whether the employee shall maintain journeyman status or should be registered as an apprentice. The JAC's decision shall determine whether the employee is placed on the journeyman or apprentice out-of-work list for dispatch to another employer.
- C.** It is agreed that all employees covered hereby shall be, or become, on the eighth (8th) day after employment or the eighth (8th) day after the execution of this Agreement, whichever is later, and remain continuously, members in good standing of the Union signatory hereto through its affiliated Local Unions having work and area jurisdiction and on whose behalf this Agreement is executed as a condition of employment. Membership in such Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to such Union.
- D.** The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employee's non-payment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee forty-eight (48) hours within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith. The Union will hold the Contractor harmless for compliance with this Section.
- E.** Supplemental Dues
1. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum certified by the Union as the amount owing for supplemental dues from the amounts required to be paid by the third paragraph of Attachment No. 1 of this Agreement for each employee for each hour worked or paid for in each payroll period, as special supplemental dues. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") as agent for the purpose of receiving and holding written authorization cards and for receiving, holding, allocating and distributing the dues monies.
 2. Said supplemental dues shall be transmitted to the Dues Trust concurrently with, but not as a part of, the Employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California. All sums deducted by the Employers pursuant to the

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 17

provisions of this Section shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Section shall, from the instant of their transmittal, be considered vacation contributions if no such proper authorization shall have been furnished and shall be held by the Vacation Trust for the account of the employee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust, on the other, the bank shall separate the funds transmitted into dues and vacation contributions, respectively, based upon whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incidental to receipt, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Southern California District Council of Laborers and/or the Dues Trust, as agent for the Contractor, within fifteen (15) days following the first year or any year thereafter, revokes such authorization.

3. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum authorized by the employee as the amount owing for contribution to the LiUNA PAC, or other Political Action Committee from the amounts required to be paid to the Vacation Trust pursuant to Attachment No. 1 of this Agreement for each employee for each hour worked or paid for in each payroll period. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") and they hereby designate the Dues Trust as agent for the purpose of receiving and holding written authorization for, and for receiving, holding, allocating and distributing moneys designated by employees as political contributions.
4. Said contributions shall be transmitted to the Dues Trust concurrently with, but not as a part of, the Employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California. All sums deducted by the Employers as contributions pursuant to the provisions of this Section shall, from the instant of their deduction, be considered, contributions to LiUNA PAC or other designated Political Action Committee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust, on the other, the bank shall separate the political contributions and deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written contribution authorization. All costs incidental to receipt, administration and remittance to the LiUNA PAC or other Political Action Committee shall be paid from the political contributions made into the Dues Trust or, at the Union's election, paid by the Union; and the Contractor shall not, by virtue of this provision, incur any additional cost. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement.

- F. Subject to the foregoing, the Contractor shall have complete freedom of selectivity in hiring and the Contractor retains the right to reject, for any reason, any job applicant referred by the employment facility. The Contractor may discharge any employee for any cause which he



may deem sufficient, provided there shall be no discrimination on the part of the Contractor against any applicant or employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

- G.** The Contractor recognizes the desirability of employing workmen from the area in which the work is located and the Union recognizes that in the employ of the Contractor are Laborers who are necessary to the efficient continuity of the Contractor's operations.
1. The Contractor may transfer up to eight (8) Laborers per project. After the transfer of no more than eight (8) Laborers, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area (this restriction shall not apply to the foreman). The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. Dispatch slips for employees transferred from another area shall be submitted by email, fax or personal delivery. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional Laborers, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. The above additional transfers shall only be made by mutual consent.
- H.** Employees employed by any Contractor pursuant to the terms of this Agreement shall not be removed nor transferred by the Union unless the prior approval of the Contractor has been obtained.

Article IV Strikes - Lockouts - Jurisdictional Disputes

- A.** It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedures set forth in Article VI and that during the term of this Agreement the Union shall not call or engage in, sanction or assist in a strike against, or any slowdown, or stoppage of work of the Contractor. During the term of this Agreement, a Contractor shall not cause or permit any lockout of the employees covered under this Agreement.
- B.** Except as otherwise provided in this Agreement, there shall be no strike, lockout or work stoppage by any party hereto or any individual Employer.
- C.** No employee covered hereby may be discharged by an individual Employer for refusing to cross a primary picket line sanctioned by the Building and Construction Trades Council in the area or for engaging in any conduct protected by Sections 7 or 502 of the Labor-Management Relations Act of 1947, as amended.
1. If work on a project is declared to be unfair as the result of a primary dispute by a Building and Construction Trades Council in the area and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 19

Agreement if, during the period of said work stoppage, the members of the Union fail to perform their work for the Contractor or their subcontractors.

- D. During the term hereof there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union and that all employees covered by this Agreement shall perform the work customarily performed by them.
- E. When making work assignments, the Contractor shall assign the work in accordance with existing intercraft agreements. In the absence of such intercraft agreements, then past practice or the prevailing practice in the locality shall apply. The Union will furnish the Association with approved intercraft agreements. The locality for the purpose of determining the prevailing practice shall be defined as the geographical area covered by this Agreement. If a dispute arises prior to the assignment of work, or where there is no predominant practice in the locality or intercraft agreement, the Contractor shall consult the representatives of the contesting trades regarding any arguments of facts the trades may wish to present to their claim to the work.
- F. Jurisdictional disputes shall be settled by the Unions themselves. If not settled, then the dispute shall be submitted to the International Presidents of the Unions involved in the dispute for determination. While such procedures are being invoked and exhausted, the work shall proceed as assigned by the Contractor. The Contractor and the Union shall be and are bound by such determination and decision and the misassignment, if any is found, shall be promptly corrected by the Contractor.

Article V Subcontracting, Employee Rights, Union Standards and Work Preservation

- A. The purposes of this Article are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workmen.
- B. Definition of Subcontractor. A subcontractor is defined as any person (other than an employee covered by this Agreement), firm or corporation, holding a valid state contractor's license where required by law, who agrees orally or in writing to perform, or who in fact performs for or on behalf of an individual Contractor, or the subcontractor of an individual Contractor, any part or portion of the work covered by this Agreement.
- C. Neither the Contractor nor any of his subcontractors shall subcontract any work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work coming within the jurisdiction of the Union except to a person, firm or corporation party to an appropriate current labor agreement with the Union or with the appropriate Local Union.
 - 1. The Contractor may ensure compliance with the subcontracting provision contained in this Section by inserting into any subcontract for covered work the following language: "Subcontractor acknowledges that Contractor has entered into the following labor agreements covering work at the construction jobsite with the Southern California District Council of Laborers and its affiliated Local Unions: Southern California Laborers Master Labor Agreement, effective July 1, 2018 to



June 30, 2022 (“Master Labor Agreement”). The subcontractor acknowledges and agrees that a copy of the Master Labor Agreement is available to subcontractor.

“Subcontractor agrees that, as an essential condition to entering into this subcontract, it shall be bound to and shall comply with all of the terms and conditions of the Master Labor Agreement referenced above, including wages, trust fund contributions, working rules, the grievance/arbitration procedure and any other mechanism for the resolution of disputes contained in the Master Labor Agreement, on all covered work performed in the geographic area of the Master Labor Agreement. Subcontractor agrees that it shall be bound to the Master Labor Agreement, commencing with the first hour of work performed by its employees on this Project, and shall be bound to the Master Labor Agreement for all its construction work, whether or not the work is performed for the Contractor, for the duration of the Master Labor Agreement, and until timely terminated pursuant to the terms of the Master Labor Agreement, for the duration of successor Master Labor Agreements.

“Subcontractor further agrees to require all its subcontractors performing job site work of the type covered by the Master Labor Agreement referenced above to become bound to and comply with all of the terms and conditions of the Master Labor Agreement.

“Subcontractor acknowledges that the Southern California District Council of Laborers and its affiliated Local Unions, and the Construction Laborers Trust Funds for Southern California are the intended third party beneficiaries of this contractual provision and may enforce this provision directly against subcontractor.”

2. No later than thirty (30) calendar days after execution of a subcontract, as specified in subsection 1, above, with a subcontractor not previously signed to the Master Labor Agreement, the Contractor shall deliver a copy of the cover page, Labor Relations Clause, and signature page of the subcontract to the Union.
3. If the Contractor complies with both subsections 1 and 2 above, the Contractor shall not be liable for a breach of the subcontracting provisions of this Section as to that subcontract, provided however, the Contractor shall be liable for the subcontractor’s delinquent Trust Fund contributions only to the extent, if any, that such liability would otherwise exist under this Agreement.
4. In addition to any recovery of damages by the Union for a Contractor’s violation of the subcontracting clause, the Trust Funds may recover damages in an amount equal to the full fringe benefit contribution rate in effect under this Agreement at the time of the violation, plus interest, audit fees, and liquidated damages, for each hour of covered work performed by the non-signatory subcontractor’s employees. Such damages shall be payable to the Vacation Trust and shall be damages and not for the benefit of any specific individual.

D. Jobsite work covered by the Asbestos, Plaster Tenders, Brick Tenders, Tunnel, Guniting, Housemovers, Horizontal Directional Drilling, Parking and Highway Improvement and Landscape Agreements of the Union are a part of the work description and bargaining unit covered by this Agreement.

E. Any dispute involving this Article will be resolved under the grievance procedure of this Agreement. An award of the Laborers Joint Adjustment Board may be judicially enforced.

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 21

Notwithstanding any other provisions of this Agreement, the Union shall not have the right to use strike or any other economic action to enforce any provisions of this Article on subcontracting.

- F. The Contractor shall provide in his contract with the subcontractor the following provisions: "The subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article IV of this Agreement. The subcontractor agrees that he will bind his subcontractor to said procedures in the same manner and to the same effect as provided with respect to him."
- G. The Contractor and his subcontractor shall have freedom of choice in the purchase of materials, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his subcontractor to refrain from the use of materials, supplies and equipment, which will tend to cause any discord or disturbance on the project.
- H. In the event the Contractor is required to subcontract work on a public works project to a certified MBE/WBE/DBE subcontractor to meet requirements contained in governmental rules or regulations, the Contractor shall notify in writing the Local Union in whose jurisdiction the work is to be performed. The Union shall offer to sign the subcontractor to the Union's MBE/WBE/DBE Public Works Short-form Agreement.
- I. In the event the Contractor is a partnership, no more than one (1) partner shall perform work covered by this Agreement. However, during each day on which the partnership employs on a full-time basis at least three (3) Laborer employees, pursuant to the terms of this Agreement, then one (1) additional partner shall be allowed to perform work covered by this Agreement. All partners who perform work covered by this Agreement and pursuant to this Paragraph I, shall be paid not less than the hourly wage rates stipulated in this Agreement for such work and the partnership shall contribute to all Trust Funds on behalf of all working partners at the hourly rates specified in Attachment #1, except the hourly Pension contribution rate which instead shall be paid to the Construction Laborers' Vacation Fund for Southern California. The Contractor shall be liable in damages to the Union in a sum equivalent to the hourly wage rate, and to the Trust Funds in a sum equivalent to the hourly contribution rate, for each hour worked by a partner in violation of Paragraph I.
- J. In the event the Contractor is a sole proprietorship that employs other individuals or is not working for a contractor signatory to this Agreement and the sole proprietor performs work covered by this Agreement, the sole proprietor shall be paid not less than the hourly wage rates stipulated in this Agreement for such work and the sole proprietorship shall contribute to all Trust Funds on behalf of the working sole proprietor at the hourly rates specified in Attachment #1, except the hourly Pension contribution rate which instead shall be paid to the Construction Laborers' Vacation Fund for Southern California. The Contractor shall be liable in damages to the Union in a sum equivalent to the hourly wage rate and to the Trust Funds in a sum equivalent to the hourly contribution rate for each hour worked by the sole proprietor in violation of this Paragraph J. If the sole proprietor is working for a contractor that is signatory to this Agreement, the sole proprietorship shall be considered an owner- operator subject to the provisions of Article V, Paragraph K.
- K. 1. An Owner-Operator is a person who has legal or equitable title to his equipment and operates the equipment himself on work covered by this Agreement and he shall operate only that equipment to which he has legal or equitable title. An Owner-Operator shall have proof of ownership of the equipment being operated in his possession at all times and shall produce such proof of ownership upon request by the Union or Contractor. It is further agreed that any time an individual Owner-

Operator has a piece of equipment operated by someone other than himself on any given job or project, the provisions of this Paragraph K will not apply to such equipment, rather the subcontracting provisions contained in Article V, Paragraph A to C of this Agreement shall become applicable.

2. The Owner-Operator shall not be subject to the dispatch obligations contained in Article III of this Agreement, provided that the Owner-Operator has signed a W-4 form and becomes a bona fide employee of the Employer prior to going to work and the Union shall be notified of the name and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator is hired, such notice to be given to the Local Union in whose area the work is being performed and confirmed in writing within twenty-four (24) hours thereafter. A copy of the notification shall be furnished by the contracting Employer to the Owner-Operator, and this copy shall be in the possession of the Owner-Operator at all times, so long as he remains on the job or project. This notice must be produced upon request of the Union. Failure of the Owner-Operator to provide proof of ownership of the equipment being operated shall be cause for his removal from the job or project until the Owner-Operator and the Employer have complied with the requirements of this Paragraph K. The Owner-Operator is subject to the union security and supplemental dues provisions of Article III.
3. (a) Effective from the time the Owner-Operator first reports to work on the job or project, the Contractor shall take all necessary steps to make the Owner-Operator an actual bona fide employee of the Contractor. The Contractor shall retain and exercise supervision and control over the manner and means by which the Owner-Operator performs work under this Agreement, and shall treat the Owner-Operator in all respects as any other employee of the Contractor is treated, except as otherwise provided in this Paragraph K. The Contractor shall deal with the Owner-Operator solely in an employer-employee relationship, and shall not treat the Owner-Operator as a self-employed person, independent contractor or brokered service. The Contractor shall not act as broker of Owner-Operator services to any other party and any payment by the Contractor to any broker or other person except a signatory subcontractor for the services of an Owner-Operator shall be a violation of this Agreement.
- (b) The Contractor shall not permit a self-employed person to perform any work covered by this Agreement, except as otherwise provided in Article V, Paragraphs I and J. A "self-employed person" is one who works for an unincorporated trade or business in which that person owns ten (10%) percent or more of the interest in the capital or profits.
- (c) The Contractor shall be liable to the Trust Funds described in this Agreement in an amount equal to the contributions plus interest and liquidated damages from the date contributions would have been due that would have been paid on an employed person to perform work covered by this Agreement. The portion of the contribution designated as supplemental dues shall be forwarded to the Union by the Trust Administrator. The sums paid under this provision shall be as damages and not for the benefit of any specific individual.
- (d) An incorporated Owner-Operator shall for the purposes of this Agreement, be designated and recognized as a subcontractor and subject to the

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

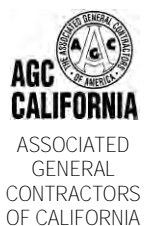
2018 - 2022
 Laborers
 Agreement
 Page 23

provisions of Article V and, as such provide the Contractor, Union and Trust Funds with bona fide information to the effect of such incorporation.

4. Separate checks shall be issued to such Owner-Operator for [1] employee wages and [2] for his equipment.
5. All hours worked or paid for under the terms of this Paragraph K shall be reported to, and payments made to, the Trust Funds, as provided for in this Agreement.
6. The individual Employer will not devise or put into operation any scheme to defeat the terms of this section of this Agreement.
7. If a Contractor, through the grievance procedure, is found violating any portion of this Article, the Contractor shall immediately pay compensatory damages in the amount of one (1) day's pay at the Group III rate for each day or portion of a day in which the violation occurred.

Article VI Procedure for Settlement of Grievance and Disputes

- A. Upon request of either the Union or the Association, the parties shall appoint a Laborers' Joint Adjustment Board consisting of four (4) representatives of the Contractors and four (4) representatives of the Union. The Board is for the purpose of interpreting and enforcing all the terms and provisions contained in this Agreement. The Contractors and the Union shall each have a total of four (4) votes on the Joint Adjustment Board and not less than two (2) appointed by each party and the Chairman shall constitute a quorum. Each side shall have four (4) votes and a decision of the Joint Adjustment Board by majority vote shall be final and binding. No dispute, complaint or grievance shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing to the individual Contractor, the appropriate Association, or the Local Union and the Union within fifteen (15) calendar days, except on discharges, which shall be seven (7) working days after the alleged violation occurred.
- B. In the event the Union of Contractor determines that further discovery is necessary prior to proceeding to the next step in processing the grievance, the grieving party shall notify the other party in writing and the time limits contained in this Article (other than for the filing of the grievance) shall be extended until the party has made a final determination of the facts giving rise to the dispute. The grieving party shall notify the other party in writing of when a final determination has been made.
- C. In cases of violation, misunderstanding or differences of interpretation of this Agreement by either party, there shall be no cessation or stoppage of work except as otherwise provided in this Agreement.
- D. In the event a grievance or dispute cannot be satisfactorily adjusted on the job between the representative of the Union and the Contractor or his representative within twenty-four (24) hours, the Labor Relations Representative of the appropriate Contractor's Association shall meet as soon as possible with the Contractor and the Union representative in an attempt to resolve the dispute. If the dispute is not resolved at this meeting, the issue shall be immediately referred to the Joint Adjustment Board in writing for their consideration and decision.
- E. A Contractor shall refer a grievance or dispute to the Joint Adjustment Board through the appropriate Employer Association. The Association shall then refer the grievance or dispute



to the Board by sending written notice to the Contractor and the Union Chairman of the Joint Adjustment Board. The Local Union shall refer a grievance to the Joint Adjustment Board by sending written notice to the Union Chairman of the Joint Adjustment Board and the Management Chairman of the Joint Adjustment Board. The written notice of referral required by this paragraph shall contain the name of the Contractor and the Local Union directly involved, the date and place of occurrence of the grievance or dispute and a brief description of the nature of the grievance or dispute.

- F.** Upon referral of a grievance to the Joint Adjustment Board, each party shall appoint its representatives to the Joint Adjustment Board to hear the grievance and immediately notify the other party, in writing, of the name and business address of each representative appointed. The Joint Adjustment Board shall thereafter meet within ten (10) days, select its Chairman and Secretary and hear the grievance.
- G.** In the event the Joint Adjustment Board does not reach a decision or does not meet within ten (10) days of the grievance being referred to the Joint Adjustment Board, any dispute or grievance may be referred to arbitration by either or both parties within five (5) working days. The parties may attempt to agree on the arbitrator, but if they cannot do so within three (3) work days, either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service serving the Southern California area. The party against whom the grievance is filed shall first strike a name of an arbitrator on the panel, with the grieving party striking next; the striking of names shall continue in this order until there remains one name, who shall serve as the arbitrator. The decision of the arbitrator shall be final and binding upon all parties and the grievants.
- H.** All expenses incurred and approved by the Joint Adjustment Board necessary for the consideration and decision of grievances or disputes submitted to it shall be borne by and divided equally by the Union and the Contractor. All fees and expenses of the Arbitrator shall be borne by the party against whom the Arbitrator rules.
- I.** If there is any question as to which is the losing party, or if a case is referred back to the parties without decision or if there are decisions against more than one of the parties to the arbitration, the Arbitrator is authorized and requested to determine who shall pay the fees and may in such case order a sharing of such fees. In such event the decision of the Arbitrator on this issue shall be final and binding.
- J.** No jurisdictional disputes shall be submitted for determination to any grievance procedure provided in this Article, but shall be determined in the manner provided in Article IV of this Agreement.
- K.** No grievance body established under this Agreement, including the Joint Adjustment Board and Arbitrator, in determining any grievance, shall have the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.
- L.** The provisions of this Article VI shall not apply in the event the Contractor or the subcontractor or the subcontractor of a subcontractor fails to pay or is delinquent in contributions to any Trust established under this Agreement.
- M.** The Joint Chairmen of the Joint Adjustment Board shall, immediately following the decision rendered in Executive session, announce the decision of the Board to the parties. In addition, such decision shall be served upon the parties in writing, with copies of such decision being furnished to both the Union and the Association. The Joint Adjustment Board shall have full

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 25

authority to fashion such remedies, whether by way of damages, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Joint Adjustment Board may have found to have existed. Minutes of all meetings of the Joint Adjustment Board shall be recorded by one of the Board members selected by the Board, and shall be signed by all members of the Board. Minutes shall be condensed and need not be verbatim.

- N. Each decision of the Joint Adjustment Board and the Arbitrator shall be made in writing and a copy of each sent to each interested party, particularly including separate copies to the Local Union and the Contractor directly involved, and each of the Contractor Associations and Unions signatory to this Agreement. The decisions of the Joint Adjustment Board or Arbitrator are final and binding upon the parties and are enforceable in a court of competent jurisdiction.
- O. It is understood and agreed that the procedures outlined in this Article VI shall be the exclusive remedy for any violation of this Agreement.

Article VII Craft Steward and Business Representative

- A. The Union business representative or special representative shall have access to the project during working hours and shall make every reasonable effort to advise the Contractor or his representative of his presence on the project.
- B. The craft job steward, if any, shall be a working employee appointed by the Union, who shall, in addition to his regularly assigned work, be permitted to perform during working hours such of his steward duties, as outlined in Paragraph D, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth. The Union shall notify the Contractor or his representative, in writing, of the appointment of a craft job steward, and send a copy to the Contractor's home office address.
- C. It is recognized by the Contractor that the employee selected as the job steward shall remain on the job as long as there is work being performed in a classification in which he is qualified to perform, except that at the completion of the job, the Contractor shall not be required to retain the steward in lieu of the foreman or key man upon reduction in force. The Contractor or his representative, before laying off or discharging the craft job steward for any cause other than stated in Paragraph D, below, shall notify the Union in writing of his intent to do so two (2) full working days prior to such intended layoff or discharge. The Contractor or his representative will meet with the representative of the Union during this two (2) day period and attempt to resolve the matter. The craft job steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this Article, or without just cause.
- D. To promote harmony between the Union and the individual Contractor, the craft job steward shall be limited to and shall not exceed the following duties and activities:
 - 1. Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.
 - 2. Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.

2018 - 2022
Laborers
Agreement
Page 26

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

3. Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a referral.
4. Report to the Contractor's designated representative any work belonging to his craft being done by non-dispatched men or by workmen of another craft.
5. Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Contractor's designated representative.
6. Make a complete job check during working hours no more often than once a week.
7. Report to his Business Representative any employee covered by this Agreement who leaves the jobsite without giving the Contractor and the craft job steward prior notice.
8. Report any reckless or unsafe employees covered by this Agreement on the jobsite to the Contractor's designated representative or his Business Representative.
9. The craft job steward shall not:
 - (a) Stop the Contractor's work for any reason.
 - (b) Tell any workman or any employee covered by this Agreement that he cannot work on the job.
 - (c) Initiate any physical altercation with any person on the jobsite.
10. Infraction of any of the rules in subparagraph 9 shall be cause for immediate dismissal of the craft job steward without any prior notice and this shall be the exclusive remedy for a violation of this section.
11. Any dispute in connection with this Article VII shall be referred to the Grievance and Arbitrations procedure of this Agreement.

Article VIII Classifications

- A. Should the Contractor or any subcontractors, as defined in Article I and V of this Agreement, employ employees in the prosecution of this work in occupations or upon equipment which is not covered by one of the classifications herein specified, such employment shall, within three (3) working days after a work assignment is made, or the equipment is operated, be temporarily classified by the appropriate Contractor Association and the Union under the classifications contained herein which more nearly fit the particular character of the employment. Temporary classifications and wage rates shall be immediately referred to the Laborers' Joint Adjustment Board which shall review and recommend usage of the proper classifications and wage rates. Either party shall thereafter have the right to submit a dispute under this section in the manner set forth in Article VI of this Agreement.
- B. The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined by the Contractor, provided that if a Contractor, in determining the number of employees, or the number of classifications of employees, shall lessen the number of employees or the number of classifications customarily

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

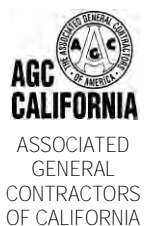
2018 - 2022
 Laborers
 Agreement
 Page 27

used to perform any such operation, the Union may have the issue of such reduction in employees or in classifications determined by the grievance and arbitration procedure provided in Article VI of this Agreement. In determining such disputes, consideration shall be given to the necessity for additional employees or classifications as well as other pertinent factors.

- C. Because the Contractors and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restriction against the use of any kind of machinery, tools, or labor-saving devices, provided, however, that such machinery or power equipment shall be furnished by the Contractor, and provided further that no employee shall be required to work under any conditions that are injurious to his health or safety or in conflict with a present well-established custom regulating such use where the work is being performed.
- D. The Contractor agrees to recognize and observe craft jurisdiction insofar as possible and practicable and that wage scales apply to classifications rather than to men, and the Union agrees to permit the occasional or temporary transfer of employees from one classification to any other classification; provided that, when such transfers are made, the employee shall be paid for the entire day on the basis of the rate of the highest paid classification in which he worked during the day. When such transfers involve the classifications of more than one craft, it shall not be necessary for the operation of this policy that employees be referred to a project by more than one Union or employed at classifications of more than one craft. Abuse by any Contractor of the privilege granted in this Paragraph D, Article VIII, shall subject him to withdrawal of the privilege for an appropriate period through the procedures established in Article VI of this Agreement.
- E. Each employee employed in accordance with the terms of this Agreement shall receive wages based upon the minimum hourly wage rates specified in Article XIX of this Agreement calculated by the number of hours he was employed, less all legal deductions. Any other method of paying the employees, such as the use of piece work, bonus systems or lumping of the work, shall be deemed a violation of this Agreement. Grievances shall be settled in accordance with Article VI of this Agreement.

Article IX Qualifications

- A. Each of the parties hereto warrants and agrees that it is under no disability of any kind whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement and further, that it will not, by the adoption or amendment of any provisions of its Articles of Incorporation, Constitution, or By-Laws, or by contract or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations and each of their eligible members and the Union on whose behalf the said parties are signing the said Agreement.
- B. Nothing contained in any other Agreement will change the conditions as set forth in this Agreement pertaining to use of equipment or the working rules and classifications of



employees when said equipment is owned by the Contractor and operated or used on any work on which he is the prime or subcontractor. Nothing contained in this Agreement shall relieve any Contractor or subcontractor from his contractual obligations under such other agreements.

- C. No agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for, any statement, representation, promise, inducement or agreement not set forth herein. Any provision in the working rules of the Union with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereinafter be adopted by the Union shall have no application to the work covered herein.

Article X Existing and Other Agreements

- A. In the event the Union establishes special conditions for work covered by this Agreement, those special conditions shall be made available to the Contractor or individual Contractors who wish to perform the designated work in the same locality.
- B. The Union will promptly notify the Employer in writing of any amendment, modification, exception or addendum of this Agreement which might be negotiated in any area covered by this Agreement between the Union, an individual employer or group of individual employers. No contractor signatory hereto shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors employing workers covered by the terms of this Agreement.
- C. The provisions of the Article will not apply to special projects, jobsite Agreements or MBE/WBE/DBE public works Agreements which may be negotiated in any area covered by Agreements.
- D. This Agreement shall be deemed to be executed when the parties signing shall have affixed their signatures hereto. Before accepting as an affiliate or issuing a charter to a local Union in the area herein defined, the Union shall be required as a condition of such affiliation that said local Union be bound by the terms hereof.

Article XI General Saving Clause

It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings, or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of this Agreement. The Contractors and the Union agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days following the beginning of such negotiations the parties agree to submit the issue to final and binding arbitration. Selection of an arbitrator shall be made in the manner prescribed in Article VI of this Agreement. The Arbitrator shall render decisions only on the specific issue submitted to him, and shall have no authority to change or abrogate other conditions of this Agreement. Any fees and/or expenses of the Arbitrator shall be borne by and divided equally by the Union and the Contractors. The decision of the Arbitrator shall be final and binding on the parties. The no-strike, no lockout provisions of Article IV shall not apply if either party fails to comply with the decision of the Arbitrator.

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 29

Article XII Term, Termination and Renewal

The term of this Agreement is July 1, 2018, to June 30, 2022, and from year to year thereafter unless either the Union or the Associations give written notice received by the others not less than sixty (60) days prior to June 30, 2022, or sixty (60) days prior to June 30 of any subsequent year, of a desire to change, amend, modify, or terminate the Agreement. The parties may agree to extend this Agreement at any time by written mutual agreement.

Article XIII Equal Employment Opportunity

- A. The Employer and the Union will not discriminate against any person with regard to employment or Union membership because of his race, religion, color, sex, age, national origin, or ancestry and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination, and application for admission to Union membership. A violation of this paragraph shall be subject to the grievance procedure but not subject to the hearing procedure before the Joint Adjustment Board or arbitrator contained in Article VI.
- B. If the Union is unable to refer applicants for employment to an Employer in sufficient number, or sufficient type, from the groups represented within the local area as may be necessary to enable the Employer to fully comply with minority or female hiring requirements imposed by its construction contract with any Federal, State or governmental body, commission or agency or to enable the Employer to fully comply with all Federal and State Laws, Presidential Executive Orders, regulations, rules, directives or orders which cover hiring and which are applicable to the Employer, the Employer may directly recruit from any source such number of minority or female applicants acceptable to the Employer as may be necessary to satisfy the Employer's needs to effect such compliance. As an exception to the dispatch procedures in Article III, the Union may dispatch workers who are not next in order, to aid the Employer in complying with government requirements.
- C. The Employer shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law; the Construction project number; and a copy of the compliance order.

Article XIV Pre-Job Conference

- A. It is agreed there will be a pre-job conference prior to the start of any job or project at the option of either party where the agreed or estimated cost is one million dollars (\$1,000,000.00) or more.
- B. If the Contractor is a member of a signatory Association, the pre-job conference will be arranged through the appropriate Association with the Building and Construction Trades Council or a Union having jurisdiction over the work in the area of the project.
- C. The individual Contractor shall, upon request, advise the Union, in writing, of the names and addresses of all subcontractors employed or contracted with for services to be performed under this Agreement.

Article XV Laborers' Foremen

- A.** The selection of the employee who will be the Laborer Foreman is at the sole discretion of the Contractor. Where the employees of the Contractor employed on the project are predominantly Laborers and performing Laborers' work, the employee selected by the Employer to be Foreman shall be an employee employed under the terms of this Agreement and shall receive the Laborer Foreman's wage rate. The Laborer Foreman may work with the tools of the trade in accordance with the provisions of Paragraph C, Article VIII of this Agreement. As an exception to the dispatch procedures contained in Article III, the Union may dispatch workers requested by the Contractor as a Laborer Foreman, who are not next in order on the out of work list.
- B.** Only Laborer Foremen who normally work with the tools of the trade during straight time periods, in addition to the performance of Foreman duties, may work with the tools of the trade during overtime periods. The need for and the number of Laborer Foremen required for the performance of the work shall be determined in accordance with the provisions of Paragraph B, Article VIII of this Agreement. It is understood that in certain cases, by reason of custom and practice established by the parties hereto, a Foreman may be over the work and employees of more than one craft. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article VI of this Agreement on the basis of such custom and practice.
- C.** In the event the Contractor, at his option, elects to use a Laborer Foreman to supervise other Laborer Foremen, he shall be paid not less than one dollar and twenty-five cents (\$1.25) per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership.
- D.** Except in case of emergency, if any of the employees not covered by this Agreement as set forth in Paragraph A, Article II of this Agreement such as superintendents, assistant superintendents or master mechanics, shall act in the capacity of a Laborer Foreman or work with the Laborers' tools or at classifications in the Laborers' category, he shall be an employee under the jurisdiction of the Union.

Article XVI Holidays, Payment of Wages, Meal Periods, Rest Periods (Breaks), & Heat Illness Preventative Recovery Period

A. Holidays

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger. President's Day shall be considered a legal holiday one (1) year after, when and if the two basic crafts (Carpenters & Operating Engineers) adopt this holiday.

B. Payment of Wages

- 1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 31

be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (½) hour at the applicable overtime rate until such time as he does receive his pay.

2. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record, showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.
3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. If the employee has previously authorized electronic payment of wages, payment of the final check may also be made by electronic deposit as long as it meets the time criteria specified in this Article. In the event these stipulations are not met, he shall receive waiting time as noted above.
4. If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.
5. When employees covered under the terms of this Agreement are employed at a higher rate of pay than the minimum established herein during any shift, the higher rate of pay shall apply on all time worked during that day.
6. The Employer shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred prior to employment, or the filing of a claim for worker's compensation benefits.
7. When an employee is injured while at work to the extent of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

C. Meal Period

Employees shall not work more than five (5) consecutive hours without a one-half (½) hour meal period. When employees work over five (5) hours without being provided with a one-half (½) hour meal period, they shall receive one-half (½) hour pay at the double time (2x) rate, in addition to their normal straight time shift period of eight (8) hours. When an employee is required to work more than three (3) hours after his regular shift, he will be entitled to a one-half (½) hour meal period at the end of the three (3) hours without loss of pay and an additional half (½) hour each five (5) hours thereafter, without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee



shall receive pay for an additional one-half (½) hour at the double time (2x) rate. Meal periods may be staggered to meet job requirements.

D. Breaks (Rest Periods)

The parties to this Agreement recognize Industrial Wage Order 16 covering “On Site Construction, Mining, Drilling and Logging Industries.” Any dispute or grievance arising from this Wage Order shall be processed under and in accordance with Article VI, Procedures for Settlement of Grievances and Disputes of this Agreement. The grievance process of Article VI shall be the exclusive method for resolving all alleged violations on this Wage Order and the time limitations of Article VI shall apply.

Wherever the Wage Order refers to collective bargaining agreements, this Master Labor Agreement shall be deemed to satisfy all of the requirements for treatment as a qualified collective bargaining agreement.

E. Heat Illness Preventative Recovery Period

A heat illness preventative cool-down recovery period shall be made available for employees working in high heat conditions in order to prevent heat illness in accordance with CAL OSHA requirements.

- F.** All disputes concerning the payment of wages, meals, rest periods (breaks) and/or heat illness preventative recovery periods are subject to the Procedure for Settlement of Grievance and Disputes in Article VI and as outlined in Appendix C of the Agreement. Decisions resolving disputes arising out of the Procedure for Settlement of Grievance and Disputes shall be final and binding upon both parties.

Article XVII Safety, Rest Periods, Parking, Drinking Water, Jobsite Transportation, Signing of Documents

A. Safety

The Unions shall cooperate (1) with the individual Contractor and with each other in carrying out all of the individual Contractor’s safety measures and practices for accident prevention, and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. Employees will acknowledge, in writing, having been given the Contractors’ safety measures and practices for accident prevention to satisfy OSHA or other Agency requirement. The individual Contractors must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

1. An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety, or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee’s rights under Section 502 of the Labor Management Relations Act of 1947, as amended.
2. The Contractor shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any local Unions or District Councils are responsible for such implementation or maintenance.

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
Laborers
Agreement
Page 33

3. After July 1, 2000, all graduates of a Laborers Training Program shall receive certification that they have successfully completed the Basic Safety Course to be developed by the Laborers Training and Retraining Trust Fund of Southern California. Such certification will be at no cost to the Employer.

B. Rest Periods

1. Employees shall be given a rest period of not less than six (6) hours between the termination of any overtime work, except for pre-shift overtime work up to a maximum of eight (8) hours, and the commencement of another straight time shift, unless performing emergency work which is not considered a normal job operation.
2. If employees do not receive the required six (6) hours' rest period, they shall be paid at the applicable overtime rate for each hour worked until they receive six (6) hours' rest off the job or project, regardless if a new workday starts or not.

C. Parking

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

D. Drinking Water

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups and adequate toilet facilities in accordance with California State Law.

E. Jobsite Transportation

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

F. Signing of Documents

Workmen and/or employees shall not be required to sign any documents other than those required by law. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing to work on a job or project where such demand is made by the Employer.

Article XVIII Working Rules for Laborers

The following working rules shall cover the employment of Laborers performing any work covered by the terms of this Agreement in the area of Southern California as described in Paragraph B, Article I, of this Agreement.



A. Shifts:

1. Eight (8) consecutive hours, exclusive of meal period, between 5:00 a.m. and 5:00 p.m., shall constitute a day's work. Forty (40) hours Monday 5:00 a.m. through Friday 5:00 p.m. shall constitute a week's work.
2. The starting time of single shifts shall be at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., Monday through Friday. Starting times may be changed to meet job requirements, including maximum utilization of daylight hours. Starting time may be staggered to meet job requirements, on concrete and paving operations, however no employee will be required to report at a later starting time as a means to avoid paying for a full shift. Telephonic notice shall be given to the Union in cases of deviation from the original starting time, followed by written confirmation.
3. All time worked before 5:00 a.m. and after 5:00 p.m., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and Holidays, shall be paid at the applicable overtime rate.

B. Multiple Shifts:

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Paragraph F Special Shifts.
 - (a) It is understood that a single and a multiple shift may work concurrently on a project.
2. When two (2) or three (3) shifts are worked, the first and second shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours of straight time shall be paid Monday through Friday and the third shift shall work seven (7) consecutive hours, exclusive of meal period for which eight (8) hours straight time shall be paid, Monday through Friday. All time worked or hours paid for, after seven (7) hours worked or paid for, on the third shift, in one (1) day on Saturday, Sunday and Holidays shall be paid for at the appropriate overtime rate.
3. Any time worked from Friday midnight to Sunday midnight, or on Holidays or in excess of the regular shift hours or hours paid for shall be paid at the appropriate Craft Overtime Rate, except as provided in Paragraph 4 of this Paragraph B.
4. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 35

- C.**
1. When so elected by the Contractor, a single shift starting at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m. or 8:00 a.m., of four (4) ten (10) hour days may be worked for eight (8) or more consecutive days, excluding Saturdays, Sundays and Holidays, provided the Union is notified in writing twenty four (24) hours in advance of the effective date of the starting of such shift. All employees working this shift shall work ten consecutive hours, exclusive of meal period, for which ten (10) hours of straight time shall be paid Monday through Friday. All time worked before 5:00 a.m. or in excess of ten (10) hours in any one (1) day shall be paid for at the appropriate overtime rate. All hours worked in excess of forty (40) hours in any one week shall be paid at the appropriate overtime rate. Written notice shall be given to the Union in cases of deviation from the original starting time.
 2. The provisions of Paragraph C will apply only if the Carpenters, Cement Masons, Operating Engineers and Teamsters who have members working on the job or project for the Contractor agree to the same provisions as outlined in the preceding Paragraph.
 3. If the Contractor works for a period of less than eight (8) days, employees will then be paid at the appropriate overtime rate for all hours in excess of eight (8) hours for the days worked.
- D.** In the event, due to inclement weather or similar Act of God, or a situation beyond the Employer's control, it is not reasonably possible to complete forty (40) hours of work, on either an eight (8) hour day shift or ten (10) hour day shift, as outlined in Paragraphs A or C of this Article, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate. No employee will be terminated for refusing to work on Saturday at the straight time rate of pay.
- E.** It is agreed that the Contractor and the Union may mutually agree, by telephone to be followed in writing, upon different starting or quitting times for any of the above shift arrangements.
- F. Special Shifts:**
1. When the Contractor produces evidence in writing to the Union of a bona fide job requirement that work can only be performed outside or in addition to the regular day shift due to safety conditions or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight time rate of pay, Monday through Friday. All time worked or hours paid for Saturday, Sunday and Holidays shall be paid for at the appropriate overtime rate. In addition, when the above conditions exist and it is necessary to begin a shift at 8 p.m. or later on a Sunday, the overtime rate will *not* apply; otherwise, all time worked or hours paid for Saturdays, Sundays and Holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work. Employees working this special Sunday shift shall receive fifty cents (\$.50) per hour in addition to his regular rate of pay.
 2. If maintenance or remodeling work cannot be performed on the regular shift because of the fact that establishments cannot suspend operations during the day, a special single shift may be employed starting at a time designated by operations of the establishment, Monday through Friday. The employees on this shift will work eight

(8) consecutive hours exclusive of meal period for which they shall receive eight (8) hours pay at the straight time rate.

G. Tide Work Schedule

The following provisions shall apply to employees on jobs working a single shift only:

1. When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable, regular straight-time rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less worked between 7:00 a.m. and 5:00 p.m. shall be paid for at the applicable straight-time rate, and time in excess of eight (8) hours worked between 7:00 a.m. and 5:00 p.m., and any time worked before 7:00 a.m. or after 5:00 p.m. shall be paid for at the applicable overtime rate.
2. When employees are called out to work broken time or tide work on Saturdays, Sundays or Holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

H. Emergencies

When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, the starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at the straight time rate. All other terms and conditions of this Agreement shall apply.

I. Subsistence

1. Subsistence shall be paid at the rate of forty-five dollars (\$45.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.
2. Subsistence as provided in Paragraph I-1 hereof shall be paid on jobs on the following offshore islands:

Richardson Rock San Miguel Island
Santa Cruz Island Santa Barbara Island
Arch Rock San Clemente Island
San Nicholas Island Santa Rosa Island
Santa Catalina Island Anacapa Island

- (a) Employees reporting at the embarkation point for travel to the above named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.
 3. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.
- J.** Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 37

return. However employees who voluntarily report to a point for free transportation to the jobsite will not be compensated from the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from port of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at the Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.

- K.** Workmen referred under Article III to the Contractor's job who arrive in an unfit condition for work, without a written dispatch slip from the employment facility, without the proper documentation as set forth on INS I-9 Form, or who are not ready to go to work or who are not otherwise qualified in accordance with their written dispatch slip from the employment facility shall not be paid show-up time or subsistence. Grievances or disputes arising out of the interpretation or application of this particular paragraph shall be referred to the procedure for settlement of grievances and disputes.
- L.** Any time worked on Saturday, Sunday or Holidays outside of the shift hours provided in the Agreement shall be paid for on the basis of the actual hours worked at the Laborers' overtime rate, except that any workmen or employees reporting for work at the stipulated time and for whom no work is provided shall receive pay for two (2) hours at the overtime rate; any workmen or employees who report for work and for whom work is provided shall receive not less than four (4) hours' pay at the overtime rate; and if an employee works more than four (4) hours, he shall be paid for the actual hours worked at the overtime rate.
- M.**
1. Any workman or employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting, unless (1) he has been notified before the end of his last preceding shift not to report; or (2) during a period of inclement weather, the Contractor has instructed the employee to call a designated job number provided to him for instructions concerning reporting to the job site and the employee has either failed to do so or the employee called and was instructed not to report; and any workman or employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay; and if more than four (4) hours are worked in any one day, but less than six (6) hours, he shall receive not less than six (6) hours pay at the straight-time hourly rate and if an employee works more than six (6) hours but less than eight (8) hours, he shall receive not less than eight (8) hours pay at the straight-time hourly rate unless prevented from working for reasons beyond the control of the Contractor, including, but not limited by, such factors as inclement weather, a breakdown causing discontinuance of a major unit of the project during which time workmen or employees are not required or requested to remain on the project by the Contractor or his agent. New employees on their first day of work shall be paid for their actual time worked.
 2. On concrete coring and concrete sawing operations only, any employee reporting for work and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report; and any workman or employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and if more than four (4) hours are worked in any one (1) day, he shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall receive not less than eight (8) hours pay.
- N.** When it is necessary to shut down a job or project because of a bomb threat, employees will be compensated as follows:

- (a) If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the jobsite shall receive two (2) hours' pay and subsistence at the applicable rate.
 - (b) In order to qualify for this two (2) hours' pay (and subsistence if applicable), the employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives pay unless released sooner by the employer or his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.
- O.** Flagmen shall be entitled to adequate relief for the use of toilet facilities.
- P.** The Contractor shall be required to furnish goggles and/or hard hats where needed. When employees are required to work outside in the rain or snow, they shall be furnished rain coats, rain hats and boots. Employees working in or handling cement or concrete shall be furnished rubber boots and gloves. Employees required to work in mud, slush or water shall be furnished boots and other necessary waterproof clothing. The employee shall return all such clothing of the Contractor in the same condition as received, subject to reasonable wear and tear. Such equipment shall be sanitized before reissue. The employee shall sign for receipt of such protective clothing and on signed authorization the reasonable value of such protective clothing may be deducted from the employee's paycheck. Upon return of the protective clothing, the employee shall be reimbursed in the amount of the deduction.

Article XIX Wage Scales

The following hourly wage rates shall apply to the following classifications on all work covered by the terms of this Agreement:

A. Overtime Rates

Time and one-half, except hours worked over twelve (12) in a single workday, Sundays and Holidays, which are double time (2x).

B. Watchmen

Watchmen shall work eight (8) consecutive hours per day, exclusive of lunch period, and forty (40) hours per week, Monday through Sunday, at straight-time rates, provided they receive their two-day rest period consecutively. Watchmen shall receive time and one-half for all time worked in excess of eight (8) hours per day and for the sixth consecutive day worked, and double time (2x) for the seventh consecutive day worked.

Watchmen shall also receive time and one-half for Holidays, except where a Holiday falls on the seventh consecutive day worked, which shall be double time (2x). This provision shall be applicable to persons whose principal function is to tend patrol dogs at the jobsite but shall not include services exclusively of delivery and retrieval of the dogs.

C. Health and Welfare

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Health and Welfare Trust Fund for Southern California the sum designated in

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

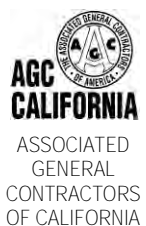
2018 - 2022
 Laborers
 Agreement
 Page 39

Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.
3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Health and Welfare Trust Agreement for Southern California and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.
4. The Laborers Health and Welfare Trust for Southern California is party to a Money-Follows-The-Man Agreement with the Northern California Laborers Health & Welfare Trust and other Laborers Health & Welfare Trusts, that permits employees whose home Trust is the Northern California Laborers Health & Welfare Trust or other participating Health & Welfare Trusts to have contributions paid to the Laborers Health and Welfare Trust for Southern California transferred to those Trusts in accordance with and subject to the terms of the Money-Follows-The-Man Agreement. Pursuant to Subsection 1, above, all contributions for hours worked or paid must be made to the Laborers Health and Welfare Trust for Southern California.
5. The Laborers' Health and Welfare Trust Fund for Southern California shall, at all times be maintained by its Trustees in compliance with all applicable provisions of the Affordable Care Act and other laws and, in particular, shall satisfy the conditions needed to ensure that the Employers are eligible for and protected by the "multiemployer arrangement pass-through" exemption from penalties under section 4980H for employees on whom contributions are made pursuant to this Agreement and any related participation agreement the Employers may execute providing benefit coverage for non-jobsite employees and/or supervisory personnel.

D. Pension

1. Contractors covered by the terms of this Agreement agree to pay to the Construction Laborers' Pension Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.
2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.
3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Construction Laborers' Pension Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement



and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

4. The Construction Laborers Pension Trust for Southern California is party to a Money-Follows-The-Man Agreement with the Northern California Laborers Pension Trust, the San Diego Laborers Pension Trust and other participating Laborers Pension Trusts that permits employees whose home Trust is the Northern California Laborers Pension Trust, the San Diego Laborers Pension Trust or other participating Pension Trusts to have contributions paid to the Construction Laborers Pension Trust for Southern California transferred to those Trusts in accordance with and subject to the terms of the Money-Follows-The-Man Agreement. Pursuant to Subsection 1, above, all contributions for hours worked or paid must be made to the Construction Laborers Pension Trust for Southern California.

E. Annuity

1. Contractors covered by the terms of this Agreement agree to pay the Laborers Annuity Plan for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for all classifications contained in this Agreement.
2. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers Annuity Plan Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended. The establishment of an Annuity Trust Fund Agreement between the Contractors and the Union may be initiated at any time during the life of this Agreement by mutual consent.

F. Vacation, Holiday and Sick Pay Trust

1. Contractors covered by the terms of this Agreement agree to pay to the Construction Laborers' Vacation, Holiday and Sick Pay Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.
2. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Construction Laborers' Vacation, Holiday and Sick Pay Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

G. Training and Retraining

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Training and Retraining Trust Fund for Southern California the sum designated in

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 41

Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Training and Retraining Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.
- H.** The collective bargaining parties direct the Trustees of the Laborers' Health and Welfare Trust and the Construction Laborers' Pension Trust for Southern California to adopt procedures which will permit a retiree to authorize the Pension Trust to deduct lawfully from his pension benefits and to remit to the Health and Welfare Trust the amount of the retiree's contribution to the Health and Welfare Trust should a retiree contribution be required by the Health and Welfare Trustees.
- I.** Where the Contractor transfers key laborers out of the geographical area of this Agreement, to an area where the Contractor is not signatory to a Laborers' Agreement, the Contractor shall contribute to the Trust Funds mentioned in this Agreement for all hours worked by or paid to such key laborers for the duration of the job for which they were transferred.
- J. Foreman**
- Laborer Foremen employed in accordance with Article XV of this Agreement shall be paid not less than two dollars (\$2.00) per hour more than the hourly wage rate of the highest paid Laborer over which they have leadership on their regular crew. In the event the Contractor, at his option, elects to use a Laborer Foreman to supervise other Laborer Foremen, he shall be paid not less than one dollar and twenty-five cents (\$1.25) per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership.
- K. Laborers' Hourly Wage Scales**

Classifications	7/1/18	7/1/19	7/1/20	7/1/21
GROUP I	\$34.24	**	**	**

Boring Machine Helper (outside)
 Cleaning and Handling of Panel Forms
 Concrete Screeding for Rough Strike-Off
 Concrete, Water Curing
 Certified Confined Space Laborer
 Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
 Fiberoptic Installation, Blowing, Splicing, Testing and related work
 Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
 Flagman
 Gas, Oil and/or Water Pipeline Laborer



2018 - 2022
Laborers
Agreement
Page 42

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

Laborer, Asphalt-Rubber Material Loader
Laborer, Refinery: all Laborers work in refineries, including but not limited to General Laborers work, firewatch, bottle watch, hole watch, Safety Attendant, fire blanket, weather protection, hydroblasting, distribution of drinking water, all demolition, emergency spill cleanup, flagging and traffic control, erosion control and silt fence, concrete work, cleanup and janitorial cleanup, and catch fence.
Laborer, General or Construction
Laborer, General Cleanup
Laborer, Landscaping
Laborer, Jetting
Laborer, Temporary Water and Air Lines
Metal locker installation and related work
Plugging, Filling of Shee-Bolt Holes; Dry Packing of
Concrete and Patching;
Post Hole Digger (manual)
Railroad Maintenance, Repair Trackman and Road Beds;
Streetcar and Railroad ConstructionTrack Laborers
Rigging and Signaling
ScalerSlip Form Raisers
Filling of Cracks by any method on any surface Tarman and
Mortar Man
Tool Crib or Tool House Laborer
Traffic Control by any method (including assisting in the
moving and installation of construction signs, barriers
barricade, delineators, cones, etc.)
Water Well Drill Helper
Window Cleaner
Wire Mesh Pulling - All Concrete Pouring Operations
Water Truck - Two-Axle (\$1.00 over Group I wage scale; see Appendix D for Fringe Benefit Package)

Classifications	7/1/18	7/1/19	7/1/20	7/1/21
GROUP II	\$34.79	**	**	**

Asphalt Shoveler
Cement Dumper (on 1 yard or larger mixer and handling bulk
cement)
Cesspool Digger and Installer
Chucktender
Chute Man, pouring concrete, the handling of the chute from
readymix trucks, such as walls, slabs, decks, floors,
foundations, footings, curbs, gutters and sidewalks
Concrete Curer - Impervious Membrane and Form Oiler
Cutting Torch Operator (Demolition)
Fine Grader, Highways and Street Paving, Airport Runways,
and similar type heavy construction
Gas, Oil and/or Water Pipeline Wrapper Pot Tender and Form
Man
Guinea Chaser
Headerboard Man - Asphalt
Installation of all Asphalt Overlay Fabric and Materials used
for Reinforcing Asphalt
Laborer, Packing Rod Steel and Pans
Membrane Vapor Barrier Installer

Industrial Relations Department – Southern California

1906 West Garvey Avenue South, Suite 100

West Covina, CA 91790

Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022

Laborers

Agreement

Page 43

Power Broom Sweepers (small)
 Riprap, Stonepaver, placing stone or wet sacked concrete
 Roto Scraper and Tiller
 Sandblaster (Pot Tender)
 Septic Tank Digger and Installer (leadman)
 Tank Scaler and Cleaner
 Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper
 and similar type Brush Shredders
 Underground Laborers, including Caisson Bellow

Classifications	7/1/18	7/1/19	7/1/20	7/1/21
GROUP III	\$35.34	**	**	**

Asphalt, Installation of all fabrics
 Buggymobile Man
 Compactor (all types including Tamper, Barko, Wacker)
 Concrete Cutting Torch
 Concrete Pile Cutter Driller, Jackhammer, 2-1/2 feet drill steel
 or longer
 Dri Pak-it Machine
 Fence Erector
 Gas, Oil and/or Water Pipeline Wrapper - 6" Pipe and over
 by any method, inside and out
 High Scaler (including drilling of same)
 Hydro Seeder and Similar Type
 Impact Wrench, Multi-Plate
 Kettlemen, Potmen and Men applying asphalt, lay-kold,
 creosote, lime caustic and similar type materials
 ("applying" means applying, dipping, brushing or
 handling of such materials for pipe wrapping and waterproofing)
 Material Hoseman
 Operators of Pneumatic, Gas, Electric Tools, Vibrating
 Machines, Pavement Breakers, Air Blasting, Come-Alongs,
 and similar mechanical tools not separately classified h
 herein; operation of remote controlled robotic tools in
 connection with Laborers' work
 Pipelayer's Backup Man, coating, grouting, making of
 joints, sealing, caulking, diapering and including rubber
 gasket joints, pointing and any and all other services
 Power Post Hole Digger
 Rock Slinger
 Rotary Scarifier or Multiple Head Concrete Chipping
 Scarifier
 Steel Headerboard Man and Guideline Setter
 Trenching Machine, Hand Propelled

Classifications	7/1/18	7/1/19	7/1/20	7/1/21
GROUP IV	\$36.89	**	**	**

Any Worker Exposed to Raw Sewage



2018 - 2022
Laborers
Agreement
Page 44

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

Asphalt Raker, Luteman, Ironer, Asphalt Dumpman and
Asphalt Spreader Boxes (all types)
Concrete Core Cutter (walls, floors or ceilings) Grinder or
Sander
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old
or new concrete
Cribber, Shorer, Lagging, Sheeting and Trench Bracing,
Hand-Guided Lagging Hammer
Head Rock Slinger
High Scaler
Laborer, Asphalt-Rubber Distributor Bootman
Laser Beam in connection with Laborer's work
Oversize Concrete Vibrator Operator, 70 pounds and over
Pipelayer performing all services in the laying, installation
and all forms of connection of pipe from the point of
receiving pipe in the ditch until completion of operation,
including any and all forms of tubular material, whether
pipe, metallic or non-metallic, conduit, and any other
stationary type of tubular device used for the conveying of
any substance or element, whether water, sewage, solid,
gas, air, or other product whatsoever and without regard to
the nature of material from which the tubular material is
fabricated; No-joint pipe and stripping of same
Prefabricated Manhole Installer
Sandblaster (Nozzleman), Porta Shot - Blast, Water Blasting
Traffic Lane Closure, Certified
Subsurface imaging Laborer,
including but not limited to the operation of ground
and surface penetrating radar, video/CCTV pipe inspection equipment, and
radiographic equipment; all subsurface imaging and mapping

Classifications	7/1/18	7/1/19	7/1/20	7/1/21
GROUP V	\$37.24	**	**	**

Blasters Powderman - All work of loading holes, placing and
blasting of all powder and explosives of whatever type,
regardless of method used for such loading and placing
Driller: All power drills, excluding Jackhammer, whether core,
diamond, wagon, track, multiple unit, and any and all other
types of mechanical drills without regard to the form of
motive power
Toxic Waste Removal
Welding, certified or otherwise, in connection with
Laborers' Work

Watchman	\$32.25	**	**	**
-----------------	----------------	-----------	-----------	-----------

****FUTURE INCREASES**

7/1/19	\$2.05 (to be allocated by the Union)
7/1/20	\$2.10 (to be allocated by the Union)
7/1/21	\$2.15 (to be allocated by the Union)



Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 45

RESIDENTIAL WORK (See Appendix A for definition)

Residential Wage Rates 7/1/18

Cleanup, Landscaping, Fencing
 (Chain Link and Wood) \$32.76

All other work on residential projects as described in MLA \$33.76

Residential Fringe Benefit Contribution Rates 7/1/18

Health & Welfare\$7.32
 Vacation*\$3.94
 Pension\$5.22
 Annuity Fund\$0.25
 Training & Retraining\$0.69
 Laborers' Trusts' Administrative Trust Fund\$0.06

* Includes Supplemental Dues Contribution

FUTURE INCREASES: WATCHMAN AND RESIDENTIAL

7/1/19 \$2.05 (to be allocated by the Union)

7/1/20 \$2.10 (to be allocated by the Union)

7/1/21 \$2.15 (to be allocated by the Union)

** Upon written notice to the Associations at least sixty (60) days prior to July 1 of any year, the Union may allocate all or a portion of the future increases to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Any combination thereof.

Article XX Fund for Construction Industry Advancement

- A. The Parties to this Agreement recognize that to protect and expand the interests of the Construction Industry, to be aware of modes and methods of improving the efficiency of the industry and to protect the industry from harmful legislation whose impact is detrimental to both the employees and the Contractors and without regard to whether such employees are employed by members of Contractors the individual employer will contribute the sum of eight cents (\$0.08) per hour for all hours worked or paid for by all employees employed under the terms of this Agreement to the Fund for Construction Industry Advancement, an employer established and administered Trust formed and created for this purpose and the individual employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the Fund for Construction Industry Advancement, and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.
- B. It is understood that independent of any other provisions, contained in this Agreement which provide for its termination, Associations shall have the right and power to cancel unilaterally the provisions, solely of this Article at any time by delivering notice to the Union in writing to that effect.
- C. The Fund for Construction Industry Advancement shall be used only for the purpose set forth in Paragraph A and shall not be used for anti-labor or anti-employee purposes.



Article XXI Contract Administration Fund

- A.** A trust fund entitled “The Contract Administration Trust Fund for Southern California” shall be used only to provide compensation to the Contractors for negotiations and administration of the provisions of this Agreement, including Article VI, for the Industry. Individual Employers shall contribute into the Contract Administration Trust Fund seven cents (\$0.07) per hour for each hour paid for or worked and an additional two cents (\$0.02) per hour may be allocated by the Trustees during the life of this Agreement. The Trust Fund shall be administered solely by Trustees selected by the Contractors in accordance with a trust agreement to be executed by the Contractors. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.
- B.** Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated pursuant to the Declaration of Trust establishing the Contract Administration Trust Fund for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by its Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

Article XXII Center For Contract Compliance Trust Fund

- A.** Contractors covered by the terms of this Agreement agree to pay to the Center for Contract Compliance Trust Fund effective July 1, 2018, the sum of thirty cents (\$0.30) per hour for each hour worked or paid for on all classifications contained in this Agreement.
- B.** Contractors covered by the terms of this Agreement agree to be bound by all the terms and conditions of the Agreement and Declaration of Trust as they may be constituted in its original form and insofar as it may be amended.
- C.** The parties agree that a review of the Center for Contract Compliance may be performed annually.
- D.** This Article shall be subject to the Agreement of the parties on the language for the Agreement and Declaration of Trust.

Article XXIII Laborers Trusts’ Administrative Trust Fund

- A.** Contractors covered by the terms of this Agreement agree to pay to the Laborers' Trusts Administrative Trust Fund for Southern California effective July 1, 2018, the sum of six cents (\$0.06) for each hour worked or paid for on all classifications contained in this Agreement.
- B.** Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Trusts Administrative Trust Agreement for Southern California and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 47

- C. The primary purpose of the Administrative Trust Fund shall be to pay operating costs of the Vacation Trust Fund that cannot be paid from interest revenue, forfeitures, and payments and income other than actual hourly contributions to the Vacation Trust Fund for hours worked or paid (referred to as "Operating Cost Shortfall"). If the auditor for the Vacation Trust Fund certifies that the Administrative Trust Fund has sufficient assets to pay the Operating Cost Shortfall for at least twenty-four (24) months, the excess assets of the Administrative Trust Fund shall be used to pay administrative expenses of the Health & Welfare Trust Fund or Pension Trust Fund; or the Union, upon thirty (30) days written notice to the Associations, may reallocate future contributions to the Administrative Trust Fund, to the Health & Welfare Trust Fund or Pension Trust Fund.

Article XXIV Southern California Partnership For Jobs Industry Advancement Fund

- A. There is established the Southern California Partnership for Jobs Trust Fund (Partnership for Jobs Industry Advancement Fund), which is a Labor Management Industry Advancement Fund established to protect and expand the interests of transportation and other infrastructure construction, expand public awareness of the need for transportation and other infrastructure, and address growth and development issues related to the construction industry in Southern California. Contractors covered by the terms of this Agreement agree to pay to the Partnership for Jobs Industry Advancement Fund, the sum of ten cents (\$.10) for each hour worked or paid for on all classifications contained in this Agreement.
- B. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by Partnership for Jobs Industry Advancement Fund and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.
- C. The ten cents (\$.10) contribution to the Partnership for Jobs Industry Advancement Fund includes an allocation of five cents (\$.05) by the Union from the July 1, 2014 increase under the Agreement then in effect, as well as the sum of five cents (\$.05) added to the previously agreed upon July 1, 2014 increase under the Agreement then in effect. The Union reserves the right upon sixty (60) days written notice to the Associations to reallocate some or the all this five cents (\$.05) to wages or to any other Trust Fund to which contributions are made under this Agreement. In the event the Union reallocates some or all of its five cents (\$.05) allocation, the Associations shall have the right to reduce or cease the remaining contribution of five cents (\$.05) to the Partnership for Jobs Industry Advancement Fund, under which circumstances this Agreement will be amended to reflect such reduction.

Article XXV Delinquency and Collection Procedure

- A. The Contractor shall pay its monthly contributions to the Trust Funds accompanied by a fully completed and executed report form furnished by the Trust Funds. The Contractor shall include with the monthly report form in a format acceptable to the Trust Funds:
- (a) The identification of each job worked on by the Contractor during the month, including the job location, the owner of the job location property, and the name and address of the entity for whom the Contractor is working.



- (b) The name and social security number of each employee who performed covered work, indicating the number of hours each employee worked on each jobsite. The provisions of subsections a. and b. above shall be implemented by the Trust Fund Administrator, in consultation with the Associations and Union, in a way that minimizes any inconvenience to the Contractor. The information provided by the reports required by subsections a. and b. shall be maintained in a confidential, restricted access manner by the Trust Funds for collection and fringe benefit eligibility purposes.
- B.** The Trustees of the Trust Fund shall furnish the Contractor Associations and the Union with a list of delinquent Contractors each month. Such list will also be available to all signatory Contractors on request in electronic format at no cost or in printed format, subject to such reasonable cost as may be determined by the administrative office of the Trust Funds as representing the cost of duplication and transmission of such lists, payment for which to be made in advance. If the Contractor not subcontracts any portion of his job to any subcontractor whose name appears on the delinquent list, the Contractor shall be liable for all fringe benefit contributions of the Contractor or his subcontractor or the subcontractor of his subcontractor for work performed on the Contractor's job or project.
- C.** If the Contractor fails to remove the delinquent subcontractor, the Contractor shall become financially responsible for all fringe benefits owed to any funds established by this Agreement by the Contractor or by his subcontractor or the subcontractor of his subcontractor for work performed on the Contractor's job or project in accordance with the requirements set forth below.
- D.** The term "Contractor" for delinquency purposes only, shall include all entities of the delinquent contractor, change of name, or change of entity, provided that the delinquent Contractor holds at least ten (10%) percent ownership in the new entity.
- E.** In the event the Contractor subcontracts to a subcontractor that is not on the delinquency list at the time the subcontract is entered into, the Trust Office shall notify the Contractor of any delinquency of the subcontractor within ninety (90) days of the date the delinquency first occurred and in no case shall the Contractor be liable for fringe benefit contributions of a subcontractor for more than ninety (90) days prior to the date the Trust Office notice is sent to the Contractor. A courtesy copy of the notice shall be sent to the Association that represents the Contractor; provided, however, that the Trust Office's failure to send such notice to the Association shall not affect the Trust's rights against the Contractor.
- F.** Where a Contractor contracts with a listed delinquent subcontractor or subcontractors, and the Contractor fails to terminate the subcontract of such delinquent subcontractor, or subcontractors, the Contractor shall become financially responsible for the liability of the delinquent subcontractor's fringe benefits on that job from the commencement of the work under the subcontract to the date of termination of that subcontract.
- G.** The Trust Office shall send delinquency notices to Contractors whose contributions are not paid as required. The Trust Office shall notify the Union of those Contractors who fail to pay within five (5) days of such notice and the Union may, at its sole option, withhold service from the Contractor involved until contributions are paid or satisfactory arrangements made with the Trustees for payment.
- H.** Any employee rendered unemployed by reason of the foregoing shall not be deemed engaged in a work stoppage or labor dispute but shall be deemed constructively laid off by the Contractor by failure to pay monies due for the benefit of the employees. Contractor agrees

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 49

that such employees are entitled to unemployment insurance and warrants that he will take no action to interfere with the employee's application for unemployment insurance. Any dispute in connection with this paragraph is subject to the grievance procedure.

- I. The Trust Office shall issue delinquency notices and clearances to Contractors confirmed in writing.
- J. All employees shall be covered by this Agreement and the provisions applicable to Trust Funds. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine the Contractor's records, including but not limited to all payroll records (including certified payroll records, electronic payroll records, and all records reflecting payments to trust funds other than the Laborer Trust Funds of Southern California Federal W-2 Forms, Forms 1099 and 1096, Quarterly State Tax returns, and time cards), all cash disbursement ledgers, all canceled checks, check registers, invoices and bank checking account statements, the scope of work portion of all contracts and subcontracts between general contractors and subcontractors. If requested by the Trusts, the Contractor shall provide payroll breakdown by job, and shall provide the job location, legal description of the jobsite property if known, the owner of job location, the name and address of the entity for which the Contractor is working, the contact telephone number for the job, the names and social security numbers of the employees working on the job, the number of hours worked by each employee on the job, all preliminary notices, mechanic liens and stop notices on the job, other relevant job location information requested by the Trusts and certification of workers compensation coverage. The Trustees may file suit to enforce this obligation, and, if successful, shall recover their attorneys' fees and costs, whether or not the audit reveals a delinquency. Any Contractor delinquent under this Article may be required by the Trust Funds to submit, in addition to regular reports, payroll breakdowns by job, and the failure to submit timely job breakdowns shall be considered a delinquency under this Article. If a Contractor refuses to furnish the foregoing the Union may take economic action.
- K. The Contractor has a duty to report to the Trust Funds as required by the Agreement. The Contractor shall maintain for a period not less than four (4) years all payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement, including the records described in Section J, above. The Contractor shall make available such records for audit by the Trust Funds representative upon written request. The Contractor and the Union agree that such audits are expensive and time consuming for the Trust Funds and the Contractor, but the Trust Funds otherwise have no way of knowing the full extent of the Contractor's obligations, since the records showing the related employment are in the possession and control of the Contractor. In order to minimize the need for a frequency of such audits, the Contractor agrees that the Trustees and the Union place trust and confidence in the Contractor to report and pay contributions properly.
- L. It is recognized that a delinquency in contributions causes damages beyond the value of the unpaid contributions, which are difficult to quantify. These damages include, but are not limited to, the administrative costs of processing and collecting delinquencies, the costs of adjusting benefit credits and notifying participants, the additional burden placed on Contractors who faithfully pay their contributions, and the burden upon participants and beneficiaries who may be unable to qualify for benefits they may have otherwise been entitled to but for the delinquency of the Contractor. Because these damages are difficult, if not impossible, to quantify on a case-by-case basis, the parties agree that liquidated damages, not a penalty, for such losses shall be set at the greater of \$25 or 20% of the contributions late or unpaid for each Trust Fund. The parties have reviewed the costs of collection by the Trust Funds, and agree that 20% liquidated damages is an accurate projection of the Trusts'

damages that result from a delinquency. In addition, any Contractor delinquent in its obligations under this Article shall be required to pay interest on the delinquent contributions (at a rate to be set by the Trustees of the Trust Funds), and any audit fees. In the event that litigation is necessary to collect any delinquent contributions (including litigation to enforce mechanic liens, stop notices, bond claims or similar remedies, and any bankruptcy or receivership proceedings) or to enforce any obligation under this Article, in addition to liquidated damages owed by the delinquent Contractor, the Contractor shall also be liable for all reasonable attorney fees and legal costs incurred in such litigation. The Trustees of the Trust Funds may waive or reduce the amount of liquidated damages, at their sole discretion and consistent with their fiduciary duties. The decision of the Trustees in any request to waive or reduce liquidated damages shall be final and binding upon the parties.

- M.** The Trust Funds' Joint Delinquency Committee may require a Contractor to post a satisfactory bond in a sum equal to two (2) times the amount of the delinquency or such lesser amount as the Committee may determine, to secure payments of contributions to the Trust Funds. Such amounts are to be determined by the Trust Funds, and shall increase if the Contractor's delinquency increases. The bond shall not be construed in any way as in lieu of any payments required under this Agreement. All such bonds shall be deposited with the Trust Administrator and shall be in a form acceptable to the Trusts. The bond shall remain in effect for a period of thirty-six (36) months after the delinquency giving rise to the obligation to post the bond or until one year after the date that the Contractor is no longer bound to the Agreement or any successor Agreement, whichever is earlier.
- N.** For the purposes of this Agreement, delinquency in failure to make the required reports and contributions to the Trust Funds as determined by the Trustees, shall consist of the following:
- (a) Failure to submit trust report forms completely filled out and executed.
 - (b) Failure to report on all employees.
 - (c) Failure to make the payments as required on time.
 - (d) Failure to pay audit amounts and audit fees and other costs and damages as determined by the Trust.
 - (e) Failure of the bank to honor checks submitted.
 - (f) Failure to pay monies due.
 - (g) Failure to submit to an audit.
 - (h) Failure to submit payroll breakdowns by job during an audit, if the Contractor maintains or can retrieve electronically such payroll breakdowns.
- O.** In addition to any other remedies under this Article, the Union may terminate the participation of a delinquent contractor. Notice of such termination shall be sent to the Contractor, and each of the employees listed on the last report submitted by that Contractor, and shall be effective thirty (30) days from such notice. Upon termination, no employee of the delinquent Contractor shall accrue credit for any benefits for hours worked for that Contractor. However, termination shall not end or alter the obligations of the Contractor (or any Contractor subcontracting to that Contractor) under this Article. In addition to any other damages under this Article, a Contractor so terminated shall be liable to the Trust Fund for the cost of notice, and shall be liable to its employees for the value of any benefits lost in an

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 51

amount not exceeding the hourly contributions and liquidated damages that would otherwise have been due.

Article XXVI Public Works Project Davis-Bacon Act and Related Statutes

In the event an individual Employer bids a public job or project being awarded by a federal, state, county, city or public entity which is to be performed at a predetermined and/or prevailing wage rate established by the Secretary of the U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1, 3, 5 and 7, and which determinations are published in The Federal Register), or by the Director of the California Division of Industrial Relations, or a County, City or other public entity and the established prevailing wage rate, including vacation contributions, is lower by no more than fifteen (15%) percent on residential or housing work or by no more than ten (10%) percent on any other type of work, than the Master Labor Agreement hourly wage rate (excluding fringe benefits) the published hourly wage rate, including vacation contributions, at the time of bid shall apply to the job or project for the duration of the job or project but in no event to exceed an eighteen (18) month period.

In the event the job or project extends beyond eighteen (18) months, the wage rates, including vacation contributions, shall be increased thereafter to maintain the appropriate fifteen (15%) or ten (10%) percent differential under the then current Master Labor Agreement.

Should the predetermined wage rate and the Master Labor Agreement rate be the same, it is agreed that rate shall be in effect for an eighteen (18) month period.

On work that extends beyond eighteen (18) months, then the current Master Labor Agreement rate shall apply. If any public agency publishes prevailing wage and fringe benefit rates for Laborers classifications for a specific job or project which are less than the rates set-forth in the Master Labor Agreement, and there are non-signatory prime bidders on the plan holders list, or if there is no bid list published, then the individual Employer may bid said project in accordance with the wage rates, fringe benefit rates and other applicable provisions of the Prevailing Wage Determination incorporated in the bid specifications.

Article XXVII Laborer Joint Apprenticeship Committee

- A.** The Contractors and the Union recognize the need for apprentice training and to this end shall indenture apprentices in conformity with California Labor Code Section 1777.5 governing employment of apprentices upon public work. Apprentices shall be employed in accordance with the Standards and guidelines as established by the Laborers Joint Apprenticeship Committee and approved by the Division of Apprenticeship Standards. The terms and conditions of this Agreement shall apply to Apprentices.
- B.** A qualified Employer shall employ one (1) Apprentice for the first five (5) Journeymen (although the Apprentice may be the second Laborer on the job), and one (1) Apprentice thereafter for each five (5) additional Journeymen on the job. Notwithstanding the above-stated mandatory ratio, a qualified Employer may employ one (1) Apprentice for the first four (4) Journeymen (although the Apprentice may be the second Laborer on the job) and one (1) Apprentice thereafter for each four (4) Journeymen on the job. No Apprentice may work without a Journeymen Laborer on the job.
- C.** The Contractor will make an effort to keep Apprentices reasonably employed regardless of period status or advancement to a higher period of pay.

- D.** The Local Union, through the Joint Apprenticeship Committee, shall dispatch Apprentices to the Contractors.
- E.** The Contractor shall pay to Apprentices the wages and to the Trust Funds the sums designated below for each hour worked or paid to Apprentices.
- F.** The parties have agreed to a Memorandum of Understanding regarding Apprenticeship ratios.

1. Apprentice wages shall be paid pursuant to the wage schedule set forth below and contained in the Apprenticeship Standards of the Joint Apprenticeship Committee, which is based on the following percentages of the Group V Journeyman rate of \$37.24:

1 st Period	1 - 500 hours	50%	\$18.62
2 nd Period	501 – 1000 hours	55%	\$20.48
3 rd Period	1001 - 1500 hours	60%	\$22.34
4 th Period	1501 - 2000 hours	70%	\$26.07
5 th Period	2001 - 2500 hours	80%	\$29.79
6 th Period	2501 - 3000 hours	85%	\$31.65

* Apprentices shall receive the appropriate percentage of any increase to the Journeyman wage during the term of this Agreement.

2. The Contractor shall pay to the Laborers Trust Funds the sum designated below for each hour worked or paid for on all Apprentices.

Trust Fund contributions for Apprentices:

Effective		7/1/18
Laborers' Health and Welfare Fund for Southern California	70%	\$5.12
Construction Laborers' Pension Fund for Southern California	20%	\$1.56
Construction Laborers' Vacation Fund for Southern California	70%	\$3.39
Laborers' Annuity Fund	100%	\$0.25
Laborers' Training and Retraining Fund for Southern California	100%	\$0.69
Fund for Construction Industry Advancement	100%	\$0.08
Center for Contract Compliance	100%	\$0.30
Laborers Trusts' Administrative Trust Fund	100%	\$0.06
Contract Administration Fund	100%	\$0.07
Partnership for Jobs Industry Advancement Fund	100%	\$0.10

** Apprentices shall receive the appropriate percentage of any increase to the journeyman wage during the term of this Agreement.

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
Laborers
Agreement
Page 53

Article XXVIII Drug and Alcohol Abuse Prevention Programs

The parties recognize the problems which drug and alcohol abuse have created within the construction industry and have reached formal agreement on a Memorandum of Understanding on Drug Abuse Prevention and Detection. Any testing program implemented by an individual employer must conform to the provisions of the Memorandum of Understanding agreed upon by the parties.

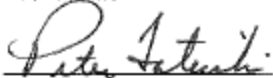
The parties have agreed to a Memorandum of Understanding on Drug Screening.

2018 - 2022
Laborers
Agreement
Page 54

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

IT IS AGREED by the parties hereto that all matters of wages, hours, and conditions, whether or not specifically set forth in this Agreement, are closed for the term of the Agreement.

Associated General Contractors of
California Inc.



By: Peter Tateishi

9/07/2018

Date

Southern California District Council of
Laborers



By: Jon P. Preciado

09/05/18

Date

Building Industry Association of Southern
California, Inc.

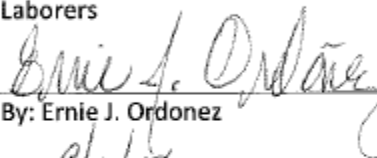


By: Pamela Ackrich

9/14/18

Date

Southern California District Council of
Laborers

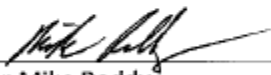


By: Ernie J. Ordonez

9/6/18

Date

Southern California Contractors
Association

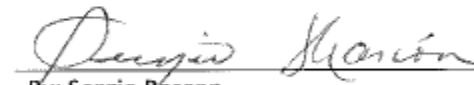


By: Mike Roddy

9/14/18

Date

Southern California District Council of
Laborers



By: Sergio Rascon

9-6-18

Date

Engineering Contractors Association



By: Wes May

9-11-18

Date

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
Laborers
Agreement
Page 55

APPENDIX A

RESIDENTIAL WORK

The provisions of the Master Labor Agreement apply except as modified by this Appendix A.

A. Definition:

1. Residential work is defined as all Laborers' work on wood or metal frame construction of single family residences, apartments and condominiums. This residential work shall not include projects that exceed three stories over a garage level; any utility work, such as telephone, gas, water, sewer, and other utilities; or any work outside property lines, including curbs, gutters, and sidewalks.
2. This residential work shall include all rough grading work at the job site behind the existing public right-of-way, at the time of commencement of said work. It shall not include any fine grading work, utility work, or paving work in the future street and public right-of-way.

B. Application: The Contractor may pay to its employees the rate for residential work, but only on residential work. Any work that is not residential work or is excluded from residential work as defined in Paragraph A, shall be paid at the construction rate.

C. Enforcement: For purposes of this Appendix A and notwithstanding any other steps in the grievance procedure of this Agreement a claimed violation of this Article shall be handled in the following manner:

1. Within twenty-four (24) hours of a request by the Union to the Contractor and to the Associations, a representative of the Union and a representative of the Associations shall meet on the job and review with the Contractor the work in question or the Contractor's bid, or both, to determine whether the Contractor has bid the job or a portion of the job, or has permitted any work to be performed on the job under residential rates where the work in question was not residential. If the Contractor refuses to participate or to furnish its bid, it shall be presumed that a deliberate, major violation of this article occurred.
2. If the Union and Association representatives find a violation of this Article, or less than construction rates were paid at a time when the Contractor did not have an Agreement with the Union to pay less than construction rates, the representatives shall issue a written award in the following language: "(Name of Contractor) is hereby found to be performing non-residential work, for which the Contractor has paid or proposes to pay residential rates. The remedy for this violation is an injunction against further work on the job known as (describe job) except at the construction overtime rate (as liquidated damages). This injunction shall be enforceable by a court injunction, and the plaintiff shall be entitled to its attorneys' fees and cost." The Union and the Association representatives shall thereafter examine the Contractor's books and records and make an award of damages, with the overtime portion of the award being paid to the Union as its damages.
3. If the Union and Association representatives find, or if it is found by any other arbitrator that the payment of less than construction rates by the Contractor for other than residential work was not inadvertent and minor, the Contractor shall lose the

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 56

benefit of the residential rate of this Agreement for one year from the finding of a violation. The burden of showing that the violation was inadvertent and minor is on the Contractor. If there is a finding of a second violation, the Contractor shall lose the benefit of the residential rate for the remainder of the Agreement.

4. If the Union and Association representatives cannot agree, the dispute shall proceed through the normal grievance procedure of this Agreement or the Short Form Agreement (whichever is applicable to the Contractor), and the award shall be as set forth in Paragraph 2.
- D.** If the Union finds that the enforcement of this clause is not succeeding, the Union may reopen the Agreement for the purpose of amending this Paragraph, and if no agreement is reached within fifteen (15) days on more stringent enforcement, the dispute shall be submitted to arbitration for the sole purpose of adopting language that is more stringent and easier to enforce.
- E.** Transfer Provisions: The Contractor recognizes the desirability of employing workmen from the area in which the work is located and the Union recognizes that in the employ of the Contractor are Laborers who are necessary to the efficient continuity of the Contractor's operations. Therefore, the Contractor may transfer up to four (4) Laborers and one (1) foreman from area to area. After the transfer of no more than four (4) Laborers and one (1) foreman, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50- 50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area. The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional Laborers, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. The above additional transfers shall only be made by mutual consent.

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
Laborers
Agreement
Page 57

APPENDIX B

Healthy Workplace Healthy Family Act of 2014

The parties hereto agree to the fullest extent permitted, the Master Agreement shall operate to waive any and all provisions of the Healthy Workplace Healthy Family Act of 2014, effective January 1, 2015, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this Master Agreement.

APPENDIX C

GRIEVANCE OF DISPUTES

The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Grievance arbitration provision in a collective bargaining agreement is reflected in national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. “A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement.” *United Steelworkers of Am. v. Warrior & Gulf Nav. Co.*, 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). *D.R. Horton, Inc. v. N.L.R.B.*, 737 F.3d 344, 361 (5th Cir. 2013) (“[W]e discern[] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective-bargaining process and agree to an arbitration clause.” Citing, *Blessing v. Freestone*, 520 U.S. 329, 343, 117 S.Ct. 1353, 137 L.Ed.2d 569 (1997) (internal quotation marks and citation omitted).

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that “[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy... imposed on individual employees by the employer as a condition of employment.” *D. R. Horton Inc.*, 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator’s knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure provide a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

A. Arbitration of Employment Related Claims.

Any dispute, complaint or grievance alleging a violation of the Master Labor Agreement shall be processed through the Procedure for Settlement of Grievance and Disputes in Article VI, and the Local Union and Union shall retain sole and exclusive ability to bring such a grievance to arbitration

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 59

pursuant such Article. In addition, any dispute, complaint or grievance concerning a violation of, or arising under, Industrial Welfare Commission Wage Order 16 (“Wage Order 16”) which is subject to the Procedure for Settlement of Grievance and Disputes in Article VI by operation of Wage Order 16 and exemptions contained therein for employees covered by collective bargaining agreements shall remain subject only to Article VI and not this Appendix C. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as “Contractual Disputes”.

In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code Sections identified in California Labor Code section 2699.5 as amended, the California Private Attorneys General Act (Labor Code section 2698, et seq.), and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter “Statutory Dispute” or “Statutory Disputes”) shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Appendix C as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Master Labor Agreement which are deemed Contractual Disputes). This Appendix C shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers’ Compensation.

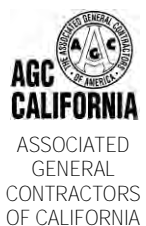
B. Procedure for Arbitration of Disputes.

No Statutory Dispute subject to this Appendix C shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Local Union within the later of (i) the time set forth in the Procedure for Settlement of Grievance and Disputes in Article VI or (ii) the time provided for under applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If the individual employee dispute is a Statutory Dispute subject to this Appendix C, the grievance shall not be heard by the Joint Adjustment Board, but shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article VI shall not apply; instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes. The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator; however, the Arbitrator may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee’s ability to pay. Each party shall pay for its own costs, expenses, and attorneys’ fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys’ fees, or if there is a written agreement providing for an award of costs or attorneys’ fees, the Arbitrator may award costs and reasonable attorneys’ fees to the prevailing party. Any issue regarding the payment of fees of costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Local Union or Union shall not be a party to such, and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of



2018 - 2022
Laborers
Agreement
Page 60

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors.

Industrial Relations Department – Southern California
 1906 West Garvey Avenue South, Suite 100
 West Covina, CA 91790
 Ph: (626) 608-5800 / Fax: (626) 608-5810

2018 - 2022
 Laborers
 Agreement
 Page 61

APPENDIX D

WATER TRUCK – TWO-AXLE

EFFECTIVE	7/1/18	7/1/19	7/1/20	7/1/21
Laborers' Health and Welfare Fund for Southern California	\$8.88	**	**	**
Construction Laborers' Pension Fund for Southern California	\$7.78			
Construction Laborers' Vacation Fund for Southern California	\$4.84*			
Pension Annuity Fund	\$0.25			
Laborers' Training and Retraining Fund for Southern California	\$2.36			
Fund for Construction Industry Advancement	\$0.08			
Center for Contract Compliance Trust Fund	\$0.30			
Contract Administration Fund	\$0.07			
Laborers Trusts' Administrative Trust Fund	\$0.06			
Partnership for Jobs Industry Advancement Fund	\$0.10			
Total:	\$24.72			

* Includes Supplemental Dues contribution (\$1.81)

**** Future Increases:**

7/1/19	To be determined and approved by the Associations and the Union.
7/1/20	To be determined and approved by the Associations and the Union.
7/1/21	To be determined and approved by the Associations and the Union.

2018 - 2022
Laborers
Agreement
Page 62

Industrial Relations Department – Southern California
1906 West Garvey Avenue South, Suite 100
West Covina, CA 91790
Ph: (626) 608-5800 / Fax: (626) 608-5810

ATTACHMENT #1

CONTRIBUTIONS PAYABLE TO TRUST FUNDS

EFFECTIVE	7/1/18	7/1/19	7/1/20	7/1/21
Laborers' Health and Welfare Fund for Southern California	\$7.32	**	**	**
Construction Laborers' Pension Fund for Southern California	\$7.78	**	**	**
Pension Annuity Fund	\$0.25	**	**	**
Construction Laborers' Vacation Fund for Southern California	\$4.84*	**	**	**
Laborers' Training and Retraining Fund for Southern California	\$0.69	**	**	**
Fund for Construction Industry Advancement	\$0.08	**	**	**
Center for Contract Compliance Trust Fund	\$0.30	**	**	**
Contract Administration Fund	\$0.07	**	**	**
Laborers Trusts' Administrative Trust Fund	\$0.06	**	**	**
Partnership for Jobs Industry Advancement Fund	\$0.10	**	**	**
Total:	\$21.49			

* Includes Supplemental Dues contribution

**** Future Increases:**

7/1/19 \$2.05 (to be allocated by the Union)

7/1/20 \$2.10 (to be allocated by the Union)

7/1/21 \$2.15 (to be allocated by the Union)

** To be allocated by the Union to (1) Hourly wage rate; (2) Health & Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Any combination thereof.

EXHIBIT 4

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 1030
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2014 - 2019
Laborers
Agreement

INDEX	Section	Page
Access to Project Rights for Union Representatives	2C	6
Additional Work or Classifications	14A	22
Agreement Binding Upon Successors	16B	23
Annuity Plan	28A	29
Apprentice Program	Sup. 5	46
Apprentice Ratio	Sup. 5	46
Apprentice Wage and Fringe Benefit Rates	Sup. 5	47
Arbitrator	9(5)(d)	16
Area Coverage of Agreement	1A(4)	1
Bargaining Representatives	2	5
Bargaining Authorization to AGC	16A	22
Camps	Sup. 6	48
Change of Business Name or Style	30	32
Classifications	Sup. 1	35
Concrete Sawing, Drilling, Coring and Breaking	Sup. 7	52
Conflicting Contracts	12	19
Contract Administration	9A	17
Contracting Piece Work	17	23
Coverage of Laborers' Work	1B	2
Definitions	1A	1
Description of Laborers' Work	1B	2
Discharge of Employee	3C	11
Dispatch Hours	3B(8)	9
Dispatch Requests	3B(5)	7
Drug & Alcohol Testing Rights	13A	20
Effective Dates of Agreement	32	33
Elimination of Restrictions on Production	13A	19
Favored Nations Clause	2A	5
Flagpersons	20A(8)	27
Foremen	21	27
Foremen Wage Rate	Sup. 1	35
Four-Ten (4 x 10hr) Work Week	20A(2)(c)	24
Fringe Benefit Contribution Rates	28A	29
Future Wage and Fringe Increases	28E	31
General Foreman	1A(3)	1
General Saving Clause	29	32
Grievance Procedures	9	15
Grievance Timeliness	9(14)	16
Gunitite Work Wage Rates	Sup. 2	42
Health & Welfare Plan	28A	29
Heat Illness Preventative Recovery Period	6C	13
Hiring and Employment Procedures	3B	6
Hiring Hall Locations	Sch. A	53
Hiring Hall Ratio Percentage	3B(6)(b)	8
Hiring Requests by Name (Name Hires)	3B(6)(a)	7
Hiring, Freedom of Selectivity	3B(14)	10
Holidays	23	28
Hours and Working Conditions	20A	24
Inclement Weather (Show-Up Time)	4B	12
Industry Stabilization Fund	9B	17
Job Orders (Dispatch Requests)	3B(5)	7
Jurisdictional Disputes	14B	22

**2014 - 2019
Laborers
Agreement**

	<u>Section</u>	<u>Page</u>
Keyman, Freedom to Employ First Key Laborer	3B(13)	10
Landscaping Work Wage Rates	Sup. 4	45
Liability of the Parties	26	28
Lunch Time	6	13
Mobility of Employees	3B(6)(d)	8
No Strike or Cessation of Work	8	14
Notices (Method of Delivery)	1A(5)	2
Out-of-Work List Dispatch Requests	3B(6)	7
Overtime Pay	20A(4)	25
Parking	20B	27
Payment of Wages	10	18
Pension Plan	28A	29
Picket Lines	27	29
Pre-Job Conference	15	22
Protective Clothing	13B	20
Public Work Projects Wage Freeze	18C	23
Reckoning of Time or Short Day Pay	20A(5)	26
Records	7	14
Rest Periods	6	13
Safety	13C	21
Saturday Make-Up Day	20A(2)(d)	25
Shift Work – Shift Pay	20A(3)	25
Shift Work – 2 & 3 Shift Operations	20A(3)	25
Show-Up Time	4	12
Special Single Shift	20A(2)(b)	24
Steward	22	27
Subcontracting (Terms & Conditions)	11	18
Subcontractor Notice Requirements	11	18
Subsistence (Zone Pay)	Sup. 6	48
Substance Abuse Testing Rights	13A	20
Superintendents	1A(3)	1
Supervisor Fringe Benefit Contributions	28A	30
Supplemental Dues	28D	31
Termination or Expiration Date of Agreement	32	33
Termination of Agreement Procedures	32	33
Tide Work	20A(6)	26
Traffic Control/Highway Improvement Agreement	1B(6)	4
Transfer of Employees (Mobility)	3B(6)(d)	8
Trust Fund Audits	7B	14
Trust Fund Delinquency	28B	30
Trust Fund – Security Bonds	28C	31
Tunnel Agreement	1B(5)	4
Union Membership Requirements	3A	6
Vacation & Holiday Plan	28A	29
Wage Rates	Sup. 1	35
Wage & Fringe Increases	28E	31
Warranty	31	33
Work Day (Work Hours)	20A(1)	24
Work Week	20A(2)	24
Work Week Exceptions	20A(7)	26
Wrecking Work Wage Rates	Sup. 3	44
Zone Pay & Zone Pay Area Map	Sup. 6	48

NORTHERN CALIFORNIA

AGC/LABORERS MASTER AGREEMENT

2014 - 2019

THIS AGREEMENT, made and entered into this 18th day of December 2013, and effective the 1st day of July, 2014 through June 30, 2019, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter referred to as COLLECTIVE BARGAINING REPRESENTATIVE OF EMPLOYER, and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as UNION, modifying, amending and changing the Agreement made and entered into the 17th day of May, 1951, as modified by the Agreements dated June 4, 1952; July 14, 1953; April 13, 1954; April 12, 1955; April 30, 1956; April 19, 1957; June 30, 1959; July 28, 1961; June 27, 1962; July 1, 1965; June 16, 1968; June 16, 1971; July 2, 1974; May 10, 1977; April 30, 1980; January 18, 1983; March 5, 1986; November 21, 1988; May 17, 1992; June 14, 1996; May 5, 1999; October 22, 2001, April 21, 2006, July 1, 2010 and June 25, 2012 by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA.

WITNESSETH:

Section 1 General Provisions

A. Definitions

- (1)(a) The term "Employer" shall refer to the Associated General Contractors of California, Inc.
- (b) The term "Individual Employer" shall mean (1) an employer who has authorized the Association (Employer) to represent said Individual Employer with respect to collective bargaining with the Union; or (2) is bound to the terms and conditions of this Agreement under the subcontracting requirements of this Agreement; or (3) directly signs this Agreement with the Union as an Independent or Non-Association Member. The Employer agrees to provide the Union with a current list of Individual Employers it has authority to represent.
- (2) The term "Union" shall refer to the Northern California District Council of Laborers.
- (3) This Agreement shall apply to any employee who performs work falling within the presently recognized jurisdiction of those Local Unions of the Laborers' International Union of North America affiliated with the Northern California District Council of Laborers; except that this Agreement shall not apply to superintendents, assistant superintendents, general foremen, civil engineers and their helpers, timekeepers, messenger persons, confidential employees and office help.
- (4) This Agreement shall apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis Obispo County, and the Westerly boundaries of Inyo and



**2014 - 2019
Laborers
Agreement
Page 2**

Mono Counties, which includes the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

- (5) The “method of delivery of notices” required by this Agreement shall be satisfied by one of the following means of delivery: email, fax, certified mail, or regular mail.

B. Coverage and Description of Laborers' Work Covered by this Agreement.

- (1) This Agreement shall cover all work coming within the recognized jurisdiction of the Laborers' International Union of North America.
- (2) Subject to the preceding paragraph and subject also to the provisions of Section 14 of this Agreement, it is agreed that Laborers' work shall include but not be limited to:

All Laborers' work necessary to tend the carpenters and other building trades craftsmen, stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance, repair), installation of all track, including the third rail, all cleanup of debris, grounds and buildings, graffiti abatement, steam cleaning and all General Laborers' work. In accordance with Green Book Decision dated August 2, 1920 - December 11, 1924, the loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction shall be done by Laborers under the supervision of such person as the Employer may designate. The hoisting of rods shall be done by Laborers, except when a derrick or outrigger operated by other than hand power is used.

All Laborers' work in connection with excavation for building and all other construction, including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps. (This does not restrict the Laborers from performing other work.)

All Laborers' work in connection with concrete work, including chipping and grinding, sandblasting, mixing, handling, shoveling, conveying, pouring, concrete pumps and similar type machines, grout pumps, nozzlemen (including gunmen and potmen), vibrating, guniting and otherwise applying concrete, whether done by hand or any other process, and wrecking, stripping, dismantling and handling concrete forms and false work, including tending of plasterers and brick and block layers.

All Laborers' work in the excavation, grading, preparation concreting, asphalt and mastic paving, paving, ramming, curbing, flagging and laying of other stone materials, installation and/or removal of pavers, and surfacing of streets, ways, courts, underpasses, overpasses and bridges; utilization of all equipment for the coring, cutting, scoring of concrete, asphalt or any other surface, including, but not limited to horizontal and/or vertical concrete cutting, and all work utilizing diamond blades.

**2014 - 2019
Laborers
Agreement**

Page 3

All Laborers' work in connection with the operation of spreader boxes, such as True Lay, Rola Pavers and Laytons or similar type models, including but not limited to all shoveling and shifting material and cleaning of boxes, shall be the work of the Laborers. All Laborers' work in connection with the cutting of streets and ways for all purposes, including aligning by any method, digging of trenches, manholes, etc., handling and conveying of all materials for same; concreting of same; and the backfilling, grading and resurfacing of same.

All Laborers' work in connection with the construction of caissons, cofferdams, subways (except as covered by Master Tunnel Agreement), aqueducts, water lines, culverts, flood controls, airports, drains and sewers, and any type of conduit, including electrical, no-joint pipe, including the cribbing, lagging, bracing, sheeting, checking grade for pipelaying, trench jacking and handling of lagging hammers on all open trenches and ditches. All Laborers' work in connection with shoring, underpinning including cutting, fitting, placing and raising of all structures.

All Laborers' work in connection with drilling, utilization of the rock slicer and/or rock splitter, utilization of all air track drills, hydraulic drills of all types and sizes; drilling, including directional drilling, geothermal drilling and the locator for directional drilling, all work of loading, placing and blasting of all powder and explosives of whatever type regardless of the method used for such loading and placing.

All signaling and rigging in connection with Laborers' work.

All Laborers' work in connection with the wrecking of buildings, both structural and non-structural.

All Laborers' work in connection with demolition, both structural and non-structural.

All Laborers' work in connection with the slinging, handling and placing of all rip rap, rock and stone on highways, jetties, retaining walls or wherever used.

All wrecking work on construction and/or razing sites: all Laborers' work on precasting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.

All Laborers' work in connection with the operation of such equipment that is necessary and incidental to carry out the work of the Laborer.

All Laborers' work in connection with Trenchless Technology, including pipe installation, bursting, relining or similar trenchless laborer work.

All Laborers' work in connection with Dry Utilities, including electrical, cable, and telecommunication conduit layer, joint utility trench laborer including gas.

All Laborers' work in connection with Remediation/Land Restoration, including wetlands restoration, mitigation, or re-vegetation of lands, (ornamental landscape is not included in this classification).

All Laborers' work in connection with Erosion and Sediment Control, including soil stabilization and soil, vegetation, and watershed pollution control.



**2014 - 2019
Laborers
Agreement
Page 4**

All Laborers' work in connection with installing the systems designed to support the solar modules/panels including anchoring support systems (deck mounting); Foundation post hole digging (ground mounted support systems); Pouring of concrete for support system posts; Moving, loading, and unloading of material used in solar photovoltaic installations to the point of installation roof or other locations as required, installation of Photovoltaic Modules in support systems, attaching Modules to Rails (support systems), trenching on ground level systems, conduit placement, Final Cleaning on Panel Surfaces, general cleanup of surplus packaging/installation materials, coring or sawing of concrete in conjunction with solar systems, welding of Solar Array structures, traffic control and flagman involved with delivery and unloading operations, and living roof installation.

All Laborers' work in connection with the installation of appliances and free standing furniture.

All Laborers' work in connection with the laying and/or applying of fabrics connected to asphalt, portland cement concrete (pcc), and aggregate paving work.

When an Individual Employer, at his/her discretion, wishes to utilize Employees covered by this Agreement to perform temporary lighting work at the jobsite, including, but not limited to Boloney Cords, Stand Lights, String Lights and Temp Power Boxes, such Employees may be employed in accordance with the Agreement.

- (3) All classifications listed in Supplement No. 1 of this Agreement which are not listed under this Section shall be included in the coverage and description of Laborers' work just as though incorporated in full in this Section.
- (4) Should an Individual Employer signatory to this Agreement subcontract the masonry or plastering portion of a project, said contract shall specify that the work to be performed shall be done under the terms and conditions of the current Masonry and/or Plaster Tender Agreement that has been negotiated by the Northern California District Council of Laborers or its affiliates, which is in effect in the territory in which the work is performed. However, Masonry work which is incidental to the work of the Individual Employer may be performed under the terms and conditions of this Agreement.
- (5) Any Individual Employer not signatory to both the Tunnel and Laborers' Master Agreement shall agree that whenever work is performed which is covered by the terms of the Laborers' Master Tunnel Agreement for the forty-six (46) Northern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the Individual Employer.
- (6) Should an Individual Employer signatory to this Agreement subcontract the traffic control or highway improvement portion of the project, such work shall be done under the terms and conditions of the current Laborers' Master Traffic Control/Highway Improvement Agreement that has been negotiated by the Associated General Contractors of California, Inc. and the Northern California District Council of Laborers, which is in effect in territory in which the work is performed.
- (7) Should an Individual Employer signatory to this Agreement subcontract landscaping work, such work shall be performed under the terms and conditions of the current

Laborers' Landscaping Agreement that has been negotiated by the Associated General Contractors of California, Inc. and the Northern California District Council of Laborers which is in effect in the County in which the work is performed.

Section 2 Bargaining Representatives

A. Union's Recognition of Collective Bargaining Representative of Employer.

The Union hereby recognizes and acknowledges that the Collective Bargaining Representative of Employer includes in its membership a majority of the Individual Employers in the highway, general building and heavy construction industry, and said Individual Employers are performing the greater percentage of work therein. By reason of such facts the Union hereby recognizes that the Collective Bargaining Representative of the Employer, as herein-above referred to, is the collective bargaining representative for all Individual Employers who authorize the Employer to represent them with respect to Collective Bargaining with the Northern California District Council of Laborers. A list of said Individual Employers shall be furnished to the Union at the commencement of negotiations and the Employer shall furnish the Union with a complete monthly report of any additions and deletions to the list of Individual Employers represented by the Employer.

In the event the Union (District Council) enters into any other agreement with other employers or employer associations concerning the type of work covered hereby in the area which shall have terms more favorable to such employers or employer associations and the members thereof than this Agreement, then such more favorable provisions shall become a part of and apply to this Agreement only in the geographical area where such other agreement is in effect.

The Union has requested recognition as the Section 9(a) representative of the employees performing Laborers' work covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Employer and each Individual Employer expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its local affiliates represents a majority of the employees employed to perform Laborers' work and agrees that the Union and/or each of its constituent Locals is the collective bargaining representative of such employees. The Employer on behalf of itself and each of its members and each Individual Employer specifically agrees that it and they are establishing or have established a collective bargaining relationship by this agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947, as amended. The Union is recognized as the sole and exclusive bargaining agent for itself, the Northern California District Council of Laborers and all of its affiliated Local Unions.

Any dispute concerning this Section shall be resolved by a mutually agreed upon neutral Arbitrator, either during the term of this Agreement or anytime thereafter, whenever the issue is raised by either party. The Employer, on behalf of itself and each of its members and each Individual Employer, specifically agrees that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

B. Employers' Recognition of Union as Collective Bargaining Representative of Employees.

The Employer and the Individual Employers covered hereby recognize and acknowledge the Northern California District Council of Laborers of the Laborers' International Union of North

America, as the collective bargaining representative for the employees in the area aforementioned covering the jurisdiction of the Union.

C. Access to Project

Union Representative shall have access to the project during working hours for the purpose of checking compliance with which the terms of this Agreement are being complied.

Section 3 Employment and Discharge

A. Union Security

- (1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of an Individual Employer on work covered by this Agreement on the effective date of this subsection 3A shall, as a condition of employment or continued employment, remain a member in good standing of the Union in the appropriate Local Union of the Union. Every person covered by this Agreement and employed to perform work covered by this Agreement shall receive pay according to this Agreement by the Individual Employer and shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on or after the expiration of eight (8) days of employment on such work following the beginning of such employment on the effective date of this revised subsection 3A, whichever is later. Membership in any such Local Union shall be available to any such person on the same terms and conditions generally applicable to other members.

If Federal law is hereafter amended to permit a lesser requirement for Union membership or Union membership as a condition of employment than provided in this subsection, the Collective Bargaining Representative of the Employer and the Union will promptly enter into negotiations with regard to such subject.

- (2) The Individual Employer shall be required to discharge any employee pursuant to this subsection 3A only when a written notice from the Union or Local Union, with an immediate copy of such notice to the Union, of such employee's non compliance with this subsection, stating all pertinent facts showing such non compliance, shall have been served upon such Individual Employer and a reasonable time (not to exceed forty-eight (48) hours) has been allowed for compliance therewith.

B. Employment

- (1) The Union or Local Union shall maintain open and non-discriminatory hiring halls for the use of workers desiring employment on work covered by this Agreement and such workers shall be entitled to use such hiring halls. It is mutually agreed by the Employer and the Union to fully comply with all of the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Order #11246, the Americans with Disabilities Act of 1990, and the California Fair Employment Practices Section, to the end that no person shall, on the grounds of sex, race, color, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of Section 3 of

**2014 - 2019
Laborers
Agreement**

Page 7

this Agreement. (A list of Local Unions, their telephone numbers and daily dispatching hours is attached hereto as "Schedule A" for convenience only.)

The Union shall retain full power to change the location of any hiring hall listed herein, to change the daily dispatching hours listed herein or to cause the merger, amalgamation or consolidation of any two or more hiring halls listed herein. The Union shall give notice in writing to the Employer whenever any such change, merger, amalgamation or consolidation becomes effective. If the Employer desires a location of a hiring hall or daily dispatching hours other than as specified herein, notice of such desire shall be given to the Union in writing and the Collective Bargaining Representative shall promptly enter into negotiations with regard to such subject.

- (2) Each person desiring employment shall register through such hiring hall by appearing personally and by indicating his/her name, address, telephone number, Social Security Account Number, qualifications and employment desired, or by telephone in those Local Unions permitting telephone registration. Each such person shall be listed numerically in the order in which he/she registers.
- (3) No person shall be entitled to have his/her name placed on any employment list which is applicable to a particular type or classification of work unless he/she has been employed in such type or classification of work for six months consecutively or accumulatively within a period of three (3) years immediately preceding the date of his/her registration.
- (4) The Individual Employer shall contact the appropriate hiring hall of the Local Union having work and area jurisdiction for all Laborers as he/she or it may from time to time need, and the Local Union shall furnish to the Individual Employer the required number of qualified and competent Laborers of the classifications needed by the Individual Employer in accordance with the provisions of this subsection 3B, if such Laborers are available.
- (5) When requesting Laborers, the Individual Employer shall submit job orders indicating the number of persons desired, qualifications of each person desired, the location of the job, the reporting date and time and the representative of the Individual Employer to be contacted on the job site.
- (6) The appropriate hiring hall of the Local Union of the Union having work and area jurisdiction will furnish in accordance with the request of the Individual Employer such qualified and competent Laborers of the classifications needed from among those entered on said lists to the Individual Employer by use of a written referral in the following order of preference:

Persons shall be referred in the order in which they are registered if their registration indicates that they are qualified for and desirous of taking such referral, unless they are not available for referral, subject to the following conditions: First,

- (a) Notwithstanding any other provision of this Agreement, the Individual Employer may request a person by name, out of order, and such person must be dispatched if such person is registered on the out of work list and if such person was employed previously by such Individual Employer or member of a joint venture within three (3) years prior to such request within the territorial jurisdiction of the appropriate Local Union of the Union.



**2014 - 2019
Laborers
Agreement
Page 8**

- (b) In addition to requests permitted by the provision of subsection 6(a), the Individual Employer may request any person registered on the out of work list out of order for any reasons; provided, however, that at no time shall any job contain more than fifty percent (50%) of persons requested under subsection 6(b). It will not be a violation of this Agreement for an owner (1 person) to perform Laborers' work when needed, provided that said owner is performing work with at least one (1) additional Laborer on the job site.
- (c) Any Local Union, may at its option, permit a percentage of individual requests greater than fifty percent (50%) on any job. Such permission shall not be deemed a violation of this Agreement.
- (d) Notwithstanding the above, the mobility of all employees who have been employees of the Individual Employer for a period of three hundred sixty (360) hours out of the immediate preceding six (6) months, shall not be restricted for any reason subject to Section 3A, Union Security. In order for the Individual Employer to exercise the mobility provisions set forth in this paragraph, the Individual Employer shall:
 - (1) Provide the appropriate Local Union with a current list of names and Social Security Numbers of those employees who are eligible for mobility, prior to any employee being moved; and
 - (2) The Individual Employer shall notify the appropriate Local Union of a job or project of more than five (5) days' duration.
 - (3) In cases where an Individual Employer is found to have dispatched certain employees not eligible for mobility to a job site as defined herein, then the Local Union having jurisdiction in the project area shall notify the employer of such violation or error. The Individual Employer, upon notification by the Union, shall within one (1) working day, correct said violation or error to the satisfaction of the Union. Additional laborers shall be obtained in accordance with the hiring hall procedures from the Local Union in the area where work is performed. All laborers shall have in their possession proof of proper dispatch and Union status which shall be produced upon request of Local Union representative in the area where the job is located. Any violation not resolved to the mutual satisfaction of the parties shall be subject to Section 9 of this Agreement.
 - (4) No employee of the Individual Employer shall suffer loss of mobility for a break in service of two (2) months or less with the employer if the break in service is due to illness, extended vacation or winter shutdown.
- (e) No person shall be dispatched pursuant to the provisions of subsection 6(a), 6(b) or 6(c) of this Section unless the Individual Employer's request is in writing, dated, is signed by an appropriate management representative, specifies whether the person is a rehire and names the job for which rehire is requested.

Second, persons who, within five (5) years immediately preceding the job order, performed work covered under this Agreement in the geographical area covered by this Agreement in the order in which they registered.

Third, persons who are registered in the order in which they registered by qualification.

- (7) Available for employment shall mean: All persons eligible for referral shall be present at the hiring hall or present at their residence or mobile phone (during dispatching hours, unless excused for the following reasons) in those Local Unions permitting telephone dispatch:
- (a) When a death or imminent death occurs in the immediate family or other close family member, from the date of death and not exceeding one week after the date of burial, however, they shall produce bona fide proof of such death or imminent death from hospital or family doctor.
 - (b) Persons on jury duty, providing they produce bona fide proof that they are serving on a jury.
 - (c) Persons temporarily serving in the U.S. Military, providing they show bona fide proof of such service.
 - (d) Attendance at Workers' Compensation Hearing or any administrative or court appearance upon a showing of *bona fide* proof of a required appearance.
 - (e) Hospitalization or medical treatment of the member or an immediate family member, requiring the attendance or involving the family responsibilities of the member (for up to one [1] week) upon appropriate proof.
 - (f) Confinement of a spouse because of pregnancy and the anticipated imminent delivery of a child (for up to one week) upon appropriate proof.
 - (g) Training sponsored by the District Council upon appropriate proof.
- (8) When ordering workers, the Individual Employer will give notice to the appropriate hiring hall of the Local Union, if possible, not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17½) hours, if possible, before the required reporting time. In the event that forty-eight (48) consecutive hours after such notice (Saturday, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, the Individual Employer may procure workers from any other source or sources. If workers are so employed, the Individual Employer shall promptly report to the appropriate hiring hall of the Local Union, in writing or by phone with written confirmation within forty-eight (48) hours, the name, address and Social Security Account Number of the employee procured from such other source or sources and the date of employment and the location of the job on which he/she is employed. Workers who report on the first day are to be paid from the time they report to the Individual Employer's designated location.
- (9) Dispatching hours shall be as specified in subsection (1) of this subsection 3B or as specified in the notice or notices submitted pursuant to subsection (1) of this

subsection 3B. In emergency cases, individuals may be dispatched other than at such dispatching hours.

- (10) Each person, upon being referred, shall receive a written referral to be transmitted to the Individual Employer representative at the job site indicating the name, address, Social Security Account Number, type of job, date of proposed employment and date of referral.
- (11) To insure the maintenance of a current registration list, all persons who do not re-register or answer roll call, as the case may be, on each regularly scheduled roll call day (which shall not be more often than once a week), shall be removed from the registration list unless excused in accordance with subsection 3B(7). Any person may re-register by phone and must be personally present at the phone during dispatch hours. If a referral is made by phone, a written dispatch slip must be sent to the Individual Employer and worker. Any person who is permitted to register by telephone under this subsection 3B must appear personally at the appropriate hiring hall on roll call day. If such persons re-register or answer roll call pursuant to the provisions of this Section, they shall maintain their previous position on such list, subject to the provisions of subsection (12) of subsection 3B following, such person shall not be entitled to the position he/she held prior to his/her elimination in the event he/she re registers or answers roll call, as the case may be. Persons will be excused from answering roll call only for the reason enumerated in subsection 3B(7).
- (12) Persons shall be eliminated from the registration list for the following reasons:
 - (a) Dispatched to a job except that any person who is rejected by the Individual Employer or who fails to complete four (4) full days (thirty-two [32] hours, accumulated from Individual Employers) of work and/or pay shall retain his/her position on said list; provided, no person who is rejected by the Individual Employer shall be re-referred to such Individual Employer with respect to the same request pursuant to which he/she was initially referred.
 - (b) Failing to accept suitable employment one time during the current week at the time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable as to him/her.
 - (c) Unavailable for employment.
 - (d) Any person dispatched to a job who fails to report for work.
- (13) Notwithstanding the provisions of this Section 3B, upon the same notice as required in Section 3B(6)(e) being given to the appropriate Local Union of the Union, an Individual Employer shall have complete freedom to employ the first key Laborer.
- (14) Subject to the provisions of this Agreement, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual Employer retains the right to reject any job applicant referred by the Union for just cause including but not limited to persons unable to produce legal residence documentation as required under the Immigration Reform and Control Act of 1986. In the event an Individual Employer receives two (2) referrals from the Local Union not meeting the skill requirements of the hiring request, the Individual Employer shall be free to secure

such skilled person from any available source subject to Section 3A of this Agreement.

- (15) The Local Unions and the Union shall post in places where notices to applicants for employment with the Individual Employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in this Section, and each Individual Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements set forth in this Section.
- (16) Selection of applicants for referral to jobs pursuant to this Agreement shall be on a non discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of Subsection A of this Section 3.
- (17) Any person aggrieved by the operation of the hiring hall shall submit his/her grievance to the permanent hiring hall neutral arbitrator provided that such submission is made in writing stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance.

The Arbitrator shall have full power to adjust the grievance, and his/her decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the office of the Union and each Local Union.

The permanent hiring hall neutral arbitrator shall be William E. Engler and notices required by this Section shall be mailed or delivered to 515 Maple Avenue, San Bruno, CA 94066. The date of this postmark and/or date of delivery of the grievance, whichever is later, shall toll the running of the ten (10) day period. The costs of arbitration shall be borne equally by the Employer and the Local Union regardless of who the Local Union or Individual Employer is.

- (18) The Union recognizes the need of the Individual Employer to have access to Union dispatched Laborers on an expedited basis and the Individual Employer recognizes the Union's obligation to operate a fair and efficient hiring hall. Notwithstanding the other provisions of this article, if the Individual Employer contacts the Local Union after posted dispatch hours and requests workers to be dispatched to a job site within twenty-four (24) hours of the Individual Employer's call to the Local Union (and the Individual Employer does not request the Laborer by name pursuant to subsection 6(a) or subsection 6(b) above), then the Local Union shall dispatch the person nearest the top of the out-of-work list who is present at the Local Union hiring hall, and if no Laborer is present, the person nearest to the top of the out-of-work list who can be contacted by telephone. If the Local Union is unable to contact a registrant by telephone after one (1) telephone call, the Local Union shall call the next qualified person on the list. A person who is not present at the Local Union hiring hall or reachable by telephone for an expedited dispatch under this section shall not be eliminated from the out-of-work list.

C. Discharge

No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union. The Local Union shall be the sole judge of the qualifications of its members.

The Individual Employer shall be the sole judge of the qualifications of all of their employees, and may on such grounds, discharge any of them. After thirty-two (32) hours of employment, no employee shall be discharged without just cause. In the event of discharge without just cause, the employee shall, if he/she so desires, be reinstated with payment for time lost. In the event of a dispute, the existence of "just cause" shall be determined under the grievance procedure provided for in Section 9 hereof. In the event of reinstatement, the amount of back pay awarded under Section 9 hereof may not exceed 90 days unless the grievant was employed by the Individual Employer who discharged him/her for more than 1500 hours in the two (2) years preceding the date of discharge.

During the first thirty-two (32) hours of employment, the Individual Employer may reject or discharge any employee for any reason.

- D. The Individual Employer may notify the Local Union hiring hall of all employees who have quit, or been terminated or recalled during the week. Such notification may be on a written form which will include the following information:

NAME OF EMPLOYER COMPANY
NAME OF EMPLOYEE
DATE OF TERMINATION
DATE OF RECALL
REASON FOR TERMINATION

- E. No employee may be transferred from an Individual Employer's payroll to another Individual Employer's payroll except in accordance with subsection 3B, except any transfer to and/or from a joint venture of which the Individual Employer is a partner.

Section 4 Show-Up Time

- A. The Individual Employer is not obligated to pay show-up time to any applicant/employee who fails to comply with the company code of safe practices.
- B. When any employee reports for work and there is no work provided by the Individual Employer, he/she shall be paid two (2) hours show-up time at the applicable rate plus zone pay where applicable, provided, however, no show-up time will be payable to any person who reports for work without the necessary and legally required documentation to establish work right status under applicable Immigration and Naturalization Laws. If work is suspended on account of weather conditions, the employee shall be entitled to show-up time only if he/she remains on the job site for two (2) hours pending abatement of such weather unless sent home earlier by the Individual Employer. If work is to be suspended for any reason, the employee shall be notified at least two (2) hours before being required to report for work. The employee shall keep the Individual Employer informed at all times of his/her correct address, and if he/she has a telephone, his/her telephone number. If an employee does not keep the Individual Employer so informed, the Individual Employer shall be relieved of the duty of giving such notice and further he/she shall not have to pay such employee show-up time. Radio and/or TV notice is acceptable on remote projects as means of notification providing the Union is notified in writing at the commencement of the job.

Section 5 Higher Wages

No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the execution of this Agreement.

Section 6 Lunch Time, Rest Periods, & Heat Illness Preventative Recovery Period

- A. There shall be a regularly established meal period. The meal period shall be one-half ($\frac{1}{2}$) hour and shall be scheduled to begin not more than one-half ($\frac{1}{2}$) hour before and completed not later than one (1) hour after the midpoint of the regularly scheduled hours of work of each Employee's shift.

If the Individual Employer requires the Employee to perform any work through his/her scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time. However, no employee shall be required to work more than five (5) hours without time off for a meal period, which shall be not less than one-half ($\frac{1}{2}$) hour.

Any employee required to work more than two (2) hours overtime at the end of a shift shall be permitted a one-half ($\frac{1}{2}$) hour meal period for which he/she shall receive regular overtime pay. No work shall be performed by him/her during such meal period. (Meal periods may be staggered from the 10th to the 11th hour.)

- B. Employees shall be authorized and shall be permitted to take a total of ten (10) minutes during each four (4) hour segment of their assigned work shift for a rest period.

There shall be no formal organized rest periods during working hours and as far as practicable the break will be taken as near to the middle of each four (4) hour work segment as possible. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Individual Employers shall be able to coordinate the timing of each ten (10) minute rest break with their Employees to assure the continuity of work. Employees shall be required to remain in their respective work area, or to take their rest period in a specific area designated by the Individual Employer. The second rest period may be added to the end of the meal period or workday when working conditions so dictate as determined by the Individual Employer. Employees who work more than ten (10) hours shall be authorized and permitted three ten (10) minute rest periods.

It is understood that the Employee will take his/her appropriate rest period unless the Individual Employer specifically directs the Employee not to take this rest break due to operational requirements. Employees are required to notify their supervisor whenever they are unable to take their rest periods.

If an Individual Employer fails to authorize and permit an Employee with a rest period as provided herein, the Employee shall be paid a penalty payment equal to one (1) hour at his/her applicable hourly wage rate excluding fringe benefits for all missed rest periods that day.

- C. A heat illness preventative recovery period of no less than five (5) minutes shall be made available in order to prevent heat illness.

Employees believing a preventative recovery period is needed to avoid heat illness or suffering from heat illness shall be provided access to an area with shade that is either open to

the air or provided with ventilation or cooling or provided for a period of no less than five minutes. Such access to shade shall be permitted at all times. Cooling measures other than shade (e.g., use of misting machines) may be provided in lieu of shade if the Individual Employer can demonstrate that these measures are at least as effective as shade in allowing employees to cool.

Employees should not discount any discomfort or symptoms they are experiencing. They should immediately report any problems they are experiencing to a supervisor and coworker. Employees must notify their supervisors immediately if they believe they require access to shade, or alternative cooling measures and/or a preventative recovery period.

If an Individual Employer fails to provide an Employee a preventative recovery period in accordance with this Section, the Individual Employer shall pay the Employee one additional hour of pay at the Employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided. No employee shall be discriminated against for exercising his/her rights pursuant to this Section.

- D. All disputes concerning meals, rest periods and/or heat illness preventative recovery periods are subject to the Grievance Procedures in Section 9 of the Agreement and must be brought to the attention of the Employer, in writing, by the Union or Employee within ten (10) working days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

Section 7 Records

- A. Each Individual Employer shall provide a proper means for registering the reporting, quitting time, and as supplied by the employee, the address and telephone number of all employees covered by this Agreement. In the event of a dispute, such records shall be accessible to the business representative of the Union or Local Union during working hours.
- B. Each Individual Employer, upon request of any Trust Fund specified in this Agreement, shall permit a Trust Fund Auditor to review any and all records relevant to the enforcement of the provisions of this Agreement pertaining to the Trust Funds. Such review shall be permitted not less than ten (10) working days after demand.

Section 8 No Cessation of Work

It is mutually agreed and understood that during the period when this Agreement is in force and effect, the Union or any Local Union will not authorize any strike, slow down, or stoppage of work in any dispute, complaint, or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints, or grievances as arise out of the failure or refusal of any Individual Employer to comply with the provisions of the hiring clause, Section 3A or B hereof, or as permitted under Section 28B and C hereof or whenever an Individual Employer pays Laborers improperly with checks which do not clear for collection. As to any Individual Employer who shall fail or refuse to comply with the provisions of the sections specified herein, so long as such failure or refusal continues it shall not be a violation of this Agreement if the Union or any Local Union withdraws its members who are subject hereto from the performance of any work for such Individual Employer, and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn by reason of any dispute, complaint, or grievance arising out of the violation of any similar hiring clause in any agreement between Employer and any other Union, then the Union or any Local Union may respect such withdrawal and for the

period thereof may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement.

Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he/she has been so withdrawn or refused to perform any work.

Section 9 Grievance Procedure

Any dispute concerning the interpretation or application of this Agreement, other than a jurisdictional dispute or a dispute arising out of Section 3A or 3B, or a dispute arising out of subsection 13C(4), or a dispute of Section 28 (Health & Welfare Plan, Pension/Annuity Plan, Vacation-Holiday-Dues Supplement Plan, Training-Retraining/Apprenticeship Plan) which said Sections and the Subsections thereof are specifically exempted by the provisions of this Section, the following procedure will apply:

1. In the event that a dispute arises on a job, it shall be first reported to the Individual Employer and/or the Business Agent of the appropriate Local Union who shall then attempt to adjust said grievance or dispute at the job site level.
2. The grieving parties shall specify the date(s) of the alleged violation(s) and the provision(s) of the Agreement applicable to the dispute.
3. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union or otherwise authorized Union Representative and the Individual Employer or his/her representative within three (3) days after submission to the Individual Employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.
4. The Board of Adjustment shall be composed of two (2) members named by the Union, two (2) members named by the Association and an Impartial Arbitrator. At any point in the proceedings, should the panel be unable to reach a majority vote, the Arbitrator shall participate and his/her decision shall be final and binding.
5. In addition to any rules or procedures which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:
 - (a) No attorney shall be utilized unless either party notifies the other of its intent to do so with a minimum of fourteen (14) calendar days in advance of the hearing.
 - (b) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator.
 - (c) In the case of a deadlock, the Arbitrator shall render his/her decision upon the conclusion of the case at the Board of Adjustment hearing unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator, in which case the Arbitrator shall render a decision not later than thirty (30) days after submission. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.

- (d) The parties shall select and utilize one (1) permanent impartial arbitrator who is willing to abide by the procedures set forth herein. The impartial arbitrator may be changed or replaced at the request of either party.
6. The Board of Adjustment shall meet not less than once each calendar month with the exception of the discharge cases which must be heard at the earliest possible date not to exceed fifteen (15) working days. Failure of either party to meet or participate in the procedure shall relieve the charging party of further compliance with the grievance procedure.
7. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement, and shall be final and binding upon all parties hereto. The Board of Adjustment or an Impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add to or detract from, amend, modify or alter in any way the provisions of this Agreement or its intent.
8. In the event an Individual Employer fails to comply with any such decisions, the Union may withdraw employees or strike the Individual Employer and such action shall not be a violation of this Agreement so long as such noncompliance continues.
9. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne by the Contract Administration Fund.
10. No proceedings hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless the grievance procedure steps outlined above have been followed. The Board of Adjustment may, by majority vote, for good cause, accept a late submission.
11. The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this Section as set forth in the rules and procedures which may be amended from time to time by the parties.
12. A decision of the Board of Adjustment by majority vote, or the decision of a permanent arbitrator shall be enforceable by a petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco, State of California.
13. All hearings of the Board of Adjustment shall be in the County of Contra Costa and/or County of Alameda, unless mutually agreed to move to another location.
14. No proceedings hereunder based on any dispute, complaint, or grievance herein provided for shall be recognized unless adequate notice was given to the Employer and/or Union or Local Union within ten (10) days after the alleged violation was committed.
15. In the case of discharge, the Board shall meet within fifteen (15) working days. The Board of Adjustment or Arbitrator shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he or it deems appropriate provided there shall be no discrimination on the part of the Individual Employer against any employee for

activities in behalf of, or representation of the Union not interfering with the proper performance of his/her duties.

16. If failure of a Board of Adjustment to meet on a discharge case within fifteen (15) working days is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above fifteen (15) working days. If the Employer or Individual Employer is unavailable to meet the wage payment and Trust Fund contribution, liability shall be continuing.
17. The Board of Adjustment shall settle any dispute or grievance involving a subcontractor as defined in Section 11 who has agreed under contract with the Employer, or any Individual Employer, or a subcontractor of the Employer, or any Individual Employer to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials.

When liabilities are assessed against a subcontractor for hiring violations as a result of a Board of Adjustment held under the provisions of Paragraph 17 and said subcontractor fails to satisfy said obligations, the Union shall promptly give written notice to the Individual Employer and subcontractor and the Individual Employer shall pay such obligations from the retention of such subcontractor.

18. The procedures specified herein shall be applicable to any Individual Employer whether or not he or she is a member of Employer or any other associations.
19. In those instances where the Individual Employer is not a member of the Employer, the Joint Adjustment Board shall establish procedures whereby the Employer members of the Joint Adjustment Board may consist of one Individual Employer who is not a member of the Employer.

Section 9A Contract Administration

A trust fund entitled "The Contract Administration Trust Fund" shall be used to provide compensation to the Employer for negotiations and administration of the provisions of this Agreement, including Section 9, for the Industry. Effective September 1, 2006, each signatory employer shall contribute the sum of eight cents (\$.08) per hour worked or paid for to the Contract Administration Trust Fund. At the discretion of the Trustees of said Trust, contributions to the Contract Administration Trust Fund may be increased up to an additional four (\$.04) cents per hour during the term of this Agreement. Such increase or increases are to be effective on such dates as determined by the Trustees. The contributions into the Contract Administration Trust Fund shall not exceed ten cents (\$.10) per hour for each hour paid for or worked. The Trust Fund shall be administered solely by Trustees selected by the Employer in accordance with a trust agreement to be executed by the Employer. The contributions as described above shall commence with the work month following notice by the Laborers' Northern California Trust Fund Corporation to the Individual Employers. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

Section 9B Industry Stabilization Fund

Effective July 1, 2013, the Individual Employer shall contribute fourteen cents (\$.14) per hour for each hour paid for or worked by workers in work covered by this Agreement to the Industry Stabilization Fund. Of the fourteen cents (\$.14) per hour, five cents (\$.05) per hour is earmarked for California Alliance for Jobs, seven cents (\$.07) per hour is earmarked for Foundation for Fair Contracting (FFC),



and two cents (\$.02) per hour is earmarked for the Construction Industry Force Account Council (CIFAC).

The purpose of such funds shall be to enhance the monitoring of public works projects relative to Employer compliance with State, Federal or other public agency public works wage and hour laws. Such contributions shall continue until written notice by the parties signatory hereto. Such trust fund shall be administered jointly by the signatory parties.

Section 10 Payment of Wages

- A. Each employee shall be paid wages in full each week before or at quitting time on the Individual Employer's regular pay day unless specific arrangements to the contrary are made in writing between the Individual Employer and appropriate Local Union of the Union. Employees who quit or are laid off or discharged shall be paid in accordance with the laws of the State of California.
- B. Each employee shall be given a statement with the Individual Employer's name and address, itemizing the employee's gross amount earned, hours worked, Social Security tax, withholding tax and all other deductions, also a statement of hours applicable to Health and Welfare, Pension/Annuity, Vacation Holiday Dues Supplement and Training-Retraining/Apprenticeship Plans.

Section 11 Subcontractors

The terms and conditions of this Agreement insofar as it affects Employer and the Individual Employer shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual Employer on any work covered by this Agreement to be performed at the job site or job yard, and said subcontractor with respect to such work shall be considered the same as an Individual Employer covered hereby. Subject to the provisions of this Section and any other Section of this Agreement applicable to subcontractors, if an Individual Employer shall subcontract work herein defined, such subcontract shall state that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement. A subcontractor is defined as any person, firm or corporation who agrees under contract with the Employer, or any Individual Employer, or a subcontractor of the Employer, or any Individual Employer to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials. The Individual Employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Individual Employer elect to subcontract, the Individual Employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the Individual Employer to bargain collectively pursuant to Section 8(a)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement, but for no other purpose, statute or law.

An Individual Employer who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments required by Section 28 (Health and Welfare, Pension/Annuity, Vacation Holiday Dues Supplement and Training-Retraining/Apprenticeship Funds), except as follows:

The Individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract, and shall specify the name and address of the subcontractor. Written notice at a pre-job conference shall be deemed written notice under this provision for those subcontractors listed at the pre-job only. Notification to the Union of any subcontractor not listed in writing at the pre-job must still be given in accordance with this paragraph.

If thereafter such subcontractor shall become delinquent in the payment of any wages or benefits as above specified, the Union shall promptly give written notice thereof to the Individual Employer and to the subcontractor specifying the nature and amount of such delinquency.

If such notice is given, the Individual Employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within seventy-five (75) days prior to the receipt of said notice from the Union, and said Individual Employer may withhold the amount claimed to be delinquent out of the sums due and owing by the Individual Employer to such contractor.

In the event the Individual Employer fails to give written notice of a subcontract as required herein such Individual Employer shall be liable for all delinquencies of the subcontractor on that job or project without limitation.

The Individual Employer shall not be liable for any such delinquency if the Local Union where the delinquency occurs refers any employee to such subcontractor after giving such notice and during the continuance of such delinquency. The provisions of this Section 11 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action.

Section 12 Conflicting Contracts

Any oral or written agreement between Employer or any Individual Employer and an individual employee, which conflicts or is inconsistent with this Agreement, or any supplemental agreements hereto, disestablishes or tends to disestablish relationship of Employer and employee, or establishes a relationship other than that of Employer and employee, shall forthwith terminate. No oral or written agreement which conflicts or is inconsistent with this Agreement, or any supplemental agreements thereto, shall hereafter be entered into by and between Employer, or an Individual Employer, and any individual employee performing work covered by this Agreement. Any practice of the Employer or Individual Employer contrary to this Agreement shall forthwith terminate. Any such future practice shall not be binding on the Union or effect the interpretation of this Agreement unless specifically authorized by the Union in writing.

Section 13A Elimination of Restrictions on Production

No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery tools or other labor saving devices.

The Union and Employer recognize that drug and alcohol abuse by employees shall not be tolerated for safety reasons.

The Union agrees to cooperate with the Employer and the Individual Employer in establishing drug and alcohol abuse policies to the extent legally possible.

Management Rights Regarding Substance Abuse:

Notwithstanding any other provisions of this Agreement, the Individual Employer expressly reserves the right, in its discretion, to undertake the following measures:

- (1) In the sole discretion of the Individual Employer, requiring covered employees to submit to physical examination by competent medical personnel to determine whether there is a probability that the employee is suffering from any physical impairment which might cause the employee to be a safety hazard to themselves or others, or which might cause the employee to be unable to perform assigned tasks within the coverage of this Agreement in a prompt and competent manner. Such tests may include, in the discretion of the Individual Employer, such tests of the employee's bodily fluids as the Individual Employer may reasonably believe will elicit evidence of the employee's use of substances which are reasonably likely to alter or impair the employee's ability to perform his/her duties in a prompt, competent and safe manner.
- (2) Implementation of rules regarding the discipline and/or discharge of any employees that the Individual Employer determines, as a result of the tests described in subparagraph (1), are reasonably likely to become voluntarily impaired or disabled from the safe performance of their work tasks as a result of the ingestion of alcohol or performance-impairing drugs.
- (3) An Individual Employer may initiate unannounced random testing; a selection process where affected employees are selected for testing and each employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all employees shall be subjected to such testing. The Individual Employer may establish two random testing pools, one for DOT regulated employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to employees that employees will be subject to random testing. The Individual Employer shall give thirty (30) days notice to the Union and employees prior to implementing a random drug testing program.
- (4) Implementation of a voluntary employee assistance program, to provide counseling, therapy and monitoring of those employees who request employer assistance in controlling and overcoming problems related to the use of drugs and alcohol.

Disputes arising from the implementation of the provisions of this paragraph shall be subject to the grievance procedures set forth in Section 9 of this Agreement.

Section 13B Protective Clothing

The Individual Employer shall furnish the necessary goggles, hard hats or other protective clothing. Laborers working in rain, snow or sleet shall be furnished with waterproof clothing. Laborers working in gunite or handling concrete and/or cement shall be furnished rubber boots and gloves. Laborers working in mud or water shall be furnished boots. Such equipment shall be furnished by the Individual Employer free of charge and returned by the employee in the same condition as received subject to reasonable wear and tear. Such equipment shall be sanitized before reissue.

Section 13C Safety

- (1) The Union shall cooperate with the Individual Employer and with each employee in carrying out all pertinent rules and regulations dealing with health, safety and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such manner as to promote safe and efficient operations of each particular duty and of any job as a whole.
- (2) All State and/or Federal and/or Local Safety Laws, Standards, Rules and Regulations shall be applicable to all work covered by this Agreement. The Individual Employer is solely responsible for implementing and maintaining such Laws, Standards, Rules and Regulations. Neither the Union nor any Local Union is responsible for implementing or maintaining such Laws, Standards, Rules or Regulations.
- (3) Adequate first aid equipment shall be maintained and provisions shall be made for the safety of employees covered by this Agreement on each job by each Individual Employer. Each Individual Employer shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require doctor's care or hospitalization or both. Each Individual Employer must post the name and address of its doctor and of the Worker's Compensation Insurance carrier on the job site.
- (4) No employee shall be discharged for refusing to work under conditions injurious to his/her health or safety as determined under any rule or regulation of the United States or State of California or any political subdivision. Such determination shall be made by a responsible agent of the State of California or OSHA or any of its political subdivisions, or by a safety inspector from the applicable insurance carrier.
- (5) When drilling holes in rock or other dust producing material with air or power controlled drilling equipment (excluding jack hammer), dust shall be controlled by water, chemical or other suitable means within the maximum acceptable concentration as set forth in the California or OSHA Construction Safety Orders.
- (6) Should the Individual Employer desire a change in variance in the California or OSHA Construction or any applicable Safety Orders, they will notify the Union in writing not less than thirty (30) days prior to making a request for such change.
- (7) Manhaul trucks regularly used for personnel transport but not designed for this purpose shall be provided with safe seating and side and end protection to prevent falls. Some convenient means of mounting and dismounting the truck shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the driver shall be installed.
- (8) Employees who as a direct result of an on the job industrial injury are unable to complete a full day of work shall nevertheless be paid for the full day on which such injury occurred; provided, however, that said injury requires the attention of a licensed physician.
- (9) The Local Union with area jurisdiction shall be notified within twenty-four (24) hours of any industrial injury which results in death or requires hospitalization.

Section 14A Additional Work or Classifications

This Agreement shall not prevent the Employer from negotiating or making agreements with the Union for any work or classification not covered by this Agreement.

Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different material, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto, will be given preference for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new or different method or technology and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material or new different method or technology.

It is not the intent of the parties to provide work where no job exists.

Section 14B Jurisdictional Disputes

There shall be no cessation or interference in any way with any work of the Employer or any Individual Employer by reason of jurisdictional disputes between the Union and any other Union with respect to jurisdiction over any of the work covered by this Agreement. Such disputes shall be settled by the Unions, themselves, or submitted to the International Presidents of the Union involved in the dispute for determination. Until such determination is made and confirmed by the disputing Unions, the work shall proceed as originally assigned by the Individual Employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement.

Section 15 Pre-Job Conference

There shall be a pre-job conference prior to the start of a job or project, at the option of either party, where the agreed or estimated price to be paid the Individual Employer and any of his/her or its subcontractors is one million dollars (\$1,000,000) or more where construction conditions or remoteness of the project warrant it. The Individual Employer shall notify, in writing, the appropriate Local Union of the Union of an award of work within ten (10) days thereof so that a pre-job conference can be arranged.

Section 16A Employer's Membership

This Agreement is made for, and on behalf of, and shall be binding upon all persons, firms or corporations that at the time of the execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Section 2A.

Once an Individual Employer is bound by the Agreement, they shall remain bound by the Agreement for the term thereof and shall remain bound by any modifications, extensions or renewals thereto unless that Individual Employer gives appropriate written notice to the Northern California District Council of Laborers prior to the termination of the Agreement.

Section 16B Agreement Binding Upon Parties

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

Section 17 Contracting Piece Work

No work shall be let or paid for by piece work, contract or lump sum direct with laborers for labor services.

Section 18 Wages

Wages for General Laborers and for special classifications are set forth in the Supplements attached hereto and made a part hereof as if set forth in full herein and shall be effective on July 1, 2014, and on succeeding anniversary dates as herein provided on all work, both old and new.

- A. Zone Pay for employees performing work under the terms of this Agreement is set forth in Supplement No. 6 attached hereto and made a part hereof as if set forth in full herein.
- B. On a job where a Craft with whom the Individual Employer has negotiated a short work week terminates early on Friday, the Individual Employer will keep the laborer employed the balance of the work day when the Individual Employer determines that work is available.
- C. On public work projects where wage determinations exist, such pre determined wage and fringe rates referenced in the bid specifications shall remain in effect for the duration of said project, provided, however, that each segment let by the Owner shall be deemed the project; provided, further that this provision shall not apply to projects where the formal advertised sealed bid procedure is not used. Whenever non-signatory and/or non-union contractors appear on a public works plan holders list and where the prevailing wage determination is less than that which is provided for in the current Master Labor Agreement, the employer signatory to the 2014-2019 Laborers' Master Agreement may bid the project pursuant to the prevailing wage determination attached to and part of the bid specifications for that project. Payments to the Health and Welfare Trust Fund shall be maintained at the Laborers' Master Agreement rates. In no event shall wages be frozen for more than thirty-six (36) months on any one project. Employers should notify the appropriate Local Union whenever utilizing this provision.

Section 19 Wages Applicable to Classifications

Wage rates shall be recognized as applying to classifications rather than to persons and any worker performing work shall be paid at the rate which the classification of their work calls for, except when it is necessary to temporarily transfer workers from one classification to another, in which event such workers shall be paid on the basis of the highest rate and the duration of payment at the highest rate shall be reckoned by the day and the half day.

When workers are requested for one classification and this work is no longer available at the rate and type of work they were requested for, then the workers have the right to accept or reject the employment offered. If the worker so desires, worker shall be given a written notice of reduction in force, stating that the classification that the worker was originally hired for is no longer available; or the worker may have the choice of a lesser rate of pay.

Section 20A Overtime Rates, Hours and Working Conditions

1. Work Day

Eight (8) consecutive hours (exclusive of meal period), shall constitute a day's work for straight time rates unless the job or project is on a four-ten (4 x 10) hour day work week in which case the workday shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates. (If all basic Crafts employed by the Individual Employer on the job site and/or contract, are employed on the basis of a four-ten (4 x 10) day hour work week, the Laborers' shall work on the same basis).

2. Work Week

On single shift work and on the first shift of a multiple shift operation, five (5) consecutive days of eight (8) consecutive hours (exclusive of meal period), Monday through Friday, shall constitute a week's work except as otherwise provided for in this Agreement. The regular starting time of such shift shall be between 6:00 a.m. and 9:00 a.m.

(a) Where in any locality, existing traffic conditions, job conditions or weather conditions render it desirable to start the day shift at an earlier hour, not earlier than 5:00 a.m., or a later starting time not later than 10:00 a.m., the Individual Employer is permitted to do so.

(b) Special Single Shift*:

When the Individual Employer produces evidence in writing to the appropriate Local Union or the Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union or the Union at least three (3) days prior to the start of such special shift, the Individual Employer may initiate such special shift of eight (8) consecutive hours, exclusive of meal period, Monday through Friday. Such shift shall be in accordance with the provisions of subsection 5(a) of this Section. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that work conditions would be unsafe for employees, or counter-productive to the performance of work, the special single shift may commence on Sunday with double time (2x) to be paid from the start of the shift to 8:00 p.m. and the applicable straight-time rate paid from 8:00 p.m. until completion of the eight (8) hour special single shift.

Special single shifts may be used in conjunction with any other shifts. The special single shift premium shall only apply to that work that is mandated to be performed outside of the normal shift hours.

***NOTE: Special Single Shift rates: Area "A" \$3.00/hr., Area "B" \$2.85/hr. over classification.**

(c) Four-ten (4 x 10) Hour Work Week:

An Individual Employer may establish a work week of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. In the event two (2) shifts are employed, ten (10) consecutive hours' work, (on the 2nd shift) exclusive of meal period, shall constitute a shift's work for which ten (10)

hours shall be paid at the Second Shift Premium rate. Provided, further, all shifts are worked the same four (4) consecutive days during a four-ten (4 x 10) hour day work week, except as may be changed by mutual agreement. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.

- (d) In the event that work cannot be performed Monday through Friday or Monday through Thursday four-ten (4 x 10) hour day work week) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Individual Employer, employees (at their option) may make up such day on Friday or Saturday, whichever the case may be, and shall be paid at the applicable straight time rate.
- (e) Notwithstanding the above, it shall not be a violation of this Agreement to start individual employees at no more than one (1) hour prior to the regularly established starting time.

3. Shift Work:

On shift work, the day shift, eight (8) hours work for eight (8) hours' pay. When two (2) shifts are employed for five (5) or more consecutive days, on the second shift eight (8) consecutive hours' (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the Second Shift Premium rate. When three (3) shifts are employed for five (5) or more consecutive days, seven and one-half (7 ½) consecutive hours (exclusive of meal period) shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid for the second shift. The third shift shall be seven (7) hours for eight (8) hours pay. On two (2) shift operations, the first shift shall have a regular starting time not earlier than 5:00 a.m., and not later than 8:00 a.m. On three (3) shift operations, the first shift shall start at 8:00 a.m. Shifts shall run consecutively with not more than one (1) hour between shifts.

Two Shift Operations. The second shift differential is (\$3.00/hr – Area A and \$2.85/hr – Area B) incorporated in Supplement No. 1 of this Agreement.

Three Shift Operations. There shall be no additional hourly shift differential pay for the second or third shifts.

The Friday graveyard shift, though coming off work Saturday morning, is to be considered working Friday. Work performed after 8:00 a.m. Saturday morning shall be deemed Saturday work.

The Saturday graveyard shift, though coming off work Sunday morning, is to be considered working Saturday. Work performed after 8:00 a.m. Sunday morning shall be deemed Sunday work. The Sunday graveyard shift, though coming off work Monday morning, is to be considered working Sunday, with the exception that a graveyard shift employee who has worked seven (7) or more hours prior to the scheduled starting time of the Monday day shift and continues to work after such starting time shall continue to receive the double time (2x) wage rate.

4. Weekends and Holidays:

One and one-half (1 ½) times the regular straight time hourly rate shall be paid for all work on Saturdays (except make up day) and before a shift begins and after it ends. Double the regular straight time hourly rate shall be paid for all work on Sundays and holidays. On two

2014 - 2019
Laborers
Agreement
Page 26

shift operations, Laborers working a complete second shift of shift work on Saturdays, Sundays and holidays shall be paid eight (8) hours of pay at the appropriate overtime rate for eight (8) hours of work. For work on Saturdays, Sundays and holidays on a three (3) shift operation Laborers working a complete second shift shall be paid eight (8) hours of pay at the appropriate overtime rate for seven and one-half (7 ½) hours of work. Laborers working a complete third shift shall be paid eight (8) hours of pay at the appropriate rate for seven (7) hours of work.

5. Minimum Hours:

- (a) From April 1 to November 14, the hours of employment shall be reckoned by the day and half day. From November 15 to March 31, the hours of employment shall be reckoned by the day, three-quarter day and half day. The fraction of a half or three quarter day to be paid for as a half or three-quarter day. Overtime hours, Monday through Friday, shall be reckoned by the hour and half hour. If after work is begun, work is suspended on account of weather conditions, not less than four (4) hours (or five [5] hours on a four-ten [4 x 10] shift) at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.
- (b) Whenever a Laborer is called out to work on Saturdays, Sundays or holidays (except on make up days), he/she shall be paid at least four (4) hours, five (5) hours on four-ten (4 x 10) shift, at the applicable overtime rate. All time worked beyond the first four (4) consecutive hours, five (5) consecutive hours on a four-ten (4 x 10) hour shift, on Saturdays, Sundays and holidays shall be reckoned by the hour at the applicable overtime rate.

On shift work, the above shall apply to Laborers called out to work on the day shift and second shift of a two (2) shift operation only. If three (3) shifts are employed, the above shall apply except that three and one-half (3 ½) hours worked shall be paid as four (4) hours worked, seven (7) hours worked shall be paid as eight (8) hours worked, and hours worked in excess of three and one-half (3 ½) hours but less than seven (7) hours shall be paid on a pro rata basis, except as modified by a four-ten (4 x 10) hour day work week.

6. Tide Work:

When an employee or employees are called out to work tide work, the employee shall receive a guarantee of a full shift at straight time. The overtime rate for Saturday, Sunday and holidays or work in excess of eight (8) hours in any twenty-four (24) hour period shall be the same rate of overtime pay as set forth in this Agreement. The hours between 8:00 a.m. and 5:00 p.m. shall be worked at straight time. Work performed between 5:00 p.m. and 8:00 a.m. shall be considered overtime work.

7. Exceptions:

Watchpersons may be required to work any five (5) days out of the week on any shift and may also be required to do job office clean up work. The overtime rates provided in paragraph 4 of this Section 20A shall apply only to watchpersons, cleaning and washing windows, service landscape laborers for work in excess of eight (8) hours in any one (1) day, or forty (40) hours per week.

Employees cleaning and washing windows (after initial cleaning) and service landscape laborers (establishment warranty period), may be required to work any five (5) days out of the week on any shift.

8. Flagpersons:

Any employees such as a flagperson shall be furnished adequate relief for use of toilet facilities.

Section 20B Parking

In the event free parking facilities are not available within five (5) blocks of a job site, the Individual Employer will provide such parking facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public parking facilities, the Individual Employer will reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement is to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

On remote jobs when the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, the Individual Employer shall transport the employees to and from the place where the work is being performed, and such transporting shall be one-half (½) on the Individual Employer's time and one-half (½) on the employee's time.

Section 21 Status of Foremen

When the Individual Employer determines that a foreman is required to supervise a crew of Laborers, he/she shall be or become a member of this Union in accordance with Section 3A of this Agreement.

Section 22 Steward

- A. The Union may select an employee on the job as a Steward and he/she shall be a working employee. Written notification shall be given to the Individual Employer of such assignment. The Union agrees that the Steward's duties shall be performed as expeditiously as possible and the Individual Employer agrees to allow him/her a reasonable amount of time for the performance of his/her duties. The Individual Employer will give the Union forty-eight (48) hours advance written notice before terminating the Steward unless the job is completed or he/she is discharged for cause.
- B. The Steward shall be limited to and shall not exceed the following duties and activities:
- (1) Check the dispatch of each employee dispatched under the terms of this Agreement.
 - (2) Report to his/her Business Representative all violations of this Agreement.
 - (3) Report to his/her Business Representative any employee covered by this Agreement who, during his/her shift, leaves the job site without giving the Individual Employer and the Steward prior notice.
- C. The Steward shall not:

- (1) Stop the Individual Employer's work for any reason or tell any workers or any employee covered by this Agreement that he/she cannot work on the job.

Infraction of either of the two rules set forth above in C(1) shall be cause for immediate dismissal of the Steward without any prior notice.

Section 23 Recognized Holidays

The following days are recognized as holidays: Every Saturday and Sunday in the year, except as otherwise provided herein: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving Day and Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

Martin Luther King, Jr. Day will become a recognized holiday when and if the five basic crafts adopt it as a holiday.

Section 24 Gunite, Shot Crete, Panel Crete and Similar Type Work including All Placing, Finishing and Patching of Shot Crete or Gunite

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for the Gunite, Shot Crete, Panel Crete and similar type work including all placing, finishing and patching of shot crete or gunite are set forth in Supplement No. 2, attached hereto and made a part hereof, as if set out in full herein covering the territory in which the Agreement is to apply.

Section 25 Wrecking Work; Gardening, Horticultural and Landscaping Work

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for Wrecking Work are set forth in Supplement No. 3; for Gardening, Horticultural and Landscaping Work are set forth in Supplement No. 4. Each of the Supplements referred to herein is made a part hereof, as if set forth in full herein.

Section 26 Liability of the Parties

It is mutually understood and agreed that neither the Employer, any Individual Employer, the Union nor any Local Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Employer, the Individual Employer, the Union or the Local Union, as the case may be.

In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, Local Union, the Employer or the Individual Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

Section 27 Employees Not To Be Discharged For Recognizing Authorized Picket Lines

The parties to this Agreement recognize that it is vital to the unionized segment of the construction industry that the work opportunities of the employee and the Individual Employer signatory to this Agreement proceed without interruption because of disputes involving unions not signatory to an Agreement with the Employer.

No employee covered hereby may be discharged by any Individual Employer for refusing to cross a picket line established by a Local Union of the basic crafts.

Section 28A Health and Welfare Plan, Pension/Annuity Plan, Vacation Holiday Dues Supplement Plan, Training-Retraining/Apprenticeship Plan

In continuation of the Laborers' Health and Welfare Trust Fund for Northern California, the Laborers' Pension/Annuity Trust Fund for Northern California, the Laborers' Vacation Holiday Dues Supplement Trust Fund for Northern California and the Laborers' Training-Retraining/Apprenticeship Trust Fund for Northern California (provided for in Trust Agreements dated March 4, 1953, August 2, 1963, April 1, 1985, June 4, 1963, November 19, 1968 and December 31, 1975, respectively, as amended and modified, and the appropriate plans adopted hereunder), each Individual Employer shall pay hourly contributions for each hour paid for and/or worked, including overtime pay, shift pay, show-up time pay and similar payments in accordance with the schedule specified in this Section, as follows:

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
Health & Welfare	\$6.54	\$ **	\$ **	\$ **	\$ **
Retiree Health & Welfare	\$.30	\$ **	\$ **	\$ **	\$ **
Pension	\$8.96	\$ **	\$ **	\$ **	\$ **
#Annuity	\$1.14	\$ **	\$ **	\$ **	\$ **
Vacation/Holiday/Dues Supplement	\$2.63	\$ **	\$ **	\$ **	\$ **
***Training-Retraining/Apprenticeship/LECET	\$.41	\$ **	\$ **	\$ **	\$ **
Contract Administration	\$.08	\$ **	\$ **	\$ **	\$ **
Industry Stabilization Fund	\$.14	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.

*** Effective 6/26/06 four cents (\$.04) per hour is earmarked for L.E.C.E.T.

Effective 7/1/12, the Union may at its discretion redirect up to fifty cents (\$0.50) per hour from the annuity contribution to wages and/or other fringe benefits. Any such allocation shall automatically revert back to the annuity on June 30, 2014.

Each Individual Employer shall be subject to and entitled to the benefits of all of the provisions of the Trust Agreements specified herein establishing said Funds and any amendment or modification thereto. In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory employer agrees that he/she shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory

employer further agrees that any and all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.

The Health & Welfare Plan shall be supplemented to provide that the Trustees shall apply amounts from the contributions specified in this Agreement to such Plan for the purpose of providing benefits to employees retired pursuant to the provisions of the Laborers Pension Trust Fund for Northern California.

The parties agree that the Trustees of the Vacation Holiday Dues Supplement Trust Fund may allocate up to twenty-five percent (25%) of the applicable contributions for Holiday pay.

The Union and the Employer agree that the Individual Employers covered by the Master Agreement may continue the coverage of their supervisory personnel above the rank of foreman in the Laborers' Health & Welfare Trust Fund for Northern California, the Laborers' Pension/Annuity Trust Fund for Northern California, the Laborers' Vacation Holiday Dues Supplement Trust Fund for Northern California, the Laborers' Training-Retraining/Apprenticeship Trust Fund for Northern California by paying into all Trusts monthly on the basis of one hundred seventy (170) hours per month in accordance with the schedules set forth in the Master Agreement, regardless of the hours worked by any such employee in a month, provided, however, the Individual Employer having made one (1) payment on an employee shall continue to make such a payment so long as the employee is in his/her employ.

Any Individual Employer who is found to be delinquent as a result of an audit will pay and satisfy such delinquency with accrued interest and in addition pay liquidated damages. All delinquent contributions shall bear simple interest at the rate of one and one-half percent (1.5%) per month until receipt of payment. Subject to accounting verification, liquidated damages shall be assessed on delinquent contributions at a flat rate of one hundred and fifty dollars (\$150.00) per month to reflect the internal administrative costs incurred by the trust administrators in monitoring and tracking such late contributions. The cost of any audit shall be borne by the Individual Employer if the delinquency disclosed by the audit is in excess of one thousand dollars (\$1,000.00) and is not the result of a clerical error. When economic conditions warrant, the Trustees of the Trust Funds specified in this Agreement are authorized to amend the liquidated damages and interest provisions of this Agreement. Any adjustments implemented by the Trustees shall be reflective of true increases in the administrative and legal costs associated with the recovery of delinquent Trust Fund contributions.

Section 28B Delinquency Withdrawals

In the event that the Board of Trustees of a fund into which the Individual Employers are required to pay, determine that an Individual Employer is delinquent in the making of any payments required by Section 28A hereof, it shall not be a violation of this Agreement, so long as such delinquency continues, if the Union takes economic action against such Individual Employer and such economic action shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn pursuant to any similar clause in any agreement between the Collective Bargaining Representative of the Employer and any other Union, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Individual Employer and such refusal for such period shall not be a violation of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

Section 28C Security For Individual Employer Payments Into Trust Funds

Each Individual Employer delinquent by one (1) or more months in making the payments set forth in Section 28A, above shall be notified by mail by the Administrator of the Trust or Trusts applicable to such delinquency. Copies of such notices shall be sent to the Employer and to the Union. Each such delinquent Individual Employer shall, within five (5) days of the receipt of such notice (by certified mail), give a satisfactory bond in a sum equal to two (2) times the amount of the delinquency. Such amounts are to be determined by the Administrator of the Trust or Trusts applicable. Such bond is not in any way to be construed as in lieu of any payments required under this Agreement.

All such bonds shall be deposited with the Administrator and shall be in a form acceptable by the Administration of the various Trusts.

If the bond must be used to make any payments under Section 28A, the money shall be pro-rated among the amounts owed by such Individual Employer, with the first priority to the Vacation-Holiday-Dues Supplement Trust Fund, and the balance dispersed equally to the Health & Welfare, Pension/Annuity and Training-Retraining/Apprenticeship Trusts.

Whenever an Individual Employer fails to deposit a satisfactory bond within the time provided by this Section, if the notice herein provided for has been given, the Local Union shall not be required to dispatch employees, and further economic action by the Union to obtain compliance of this Section will not be a violation of Section 8 of this Agreement.

Any employees so withdrawn or refusing to perform any work as herein provided, shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he/she has been so withdrawn or refused to perform any work.

Whenever any Employer covered by this Agreement is delinquent with respect to the payment of any contributions or other sum of money due to any Trust Fund specified in this Agreement, the Union may withdraw workers and place appropriate pickets at the premises of the Employer or places where said Employer is performing work.

Section 28D Supplemental Dues

Effective July 1, 2013, for all work performed, upon authorization as required by law, the amount of ninety-one cents (\$.91) per hour for each hour paid or worked, shall be transmitted from the Vacation-Holiday benefit of each laborer and shall be remitted directly to the Union.

The Union shall bear all responsibility and liability for ensuring that any and all sums received as supplemental dues are supported by proper written authorization from the employee. The Union shall indemnify, defend and hold the Individual Employer harmless to the maximum extent permitted by law from any and all claims, liability and damages arising from contentions and/or findings that supplemental dues have been collected in an unauthorized or otherwise improper manner.

Section 28E Wage and Fringe Benefit Increase

June 30, 2014	\$1.35* ** *****
June 29, 2015	\$1.40* **
June 27, 2016	\$1.50* **
June 26, 2017	\$1.60* **
June 25, 2018	\$1.65* ** ***

* The parties agree that sufficient contributions will be made available from these increases to the Pension Fund to support any rehabilitation/funding improvement schedule adopted by the bargaining parties. Additional money required for such rehabilitation/funding improvement schedule shall be reallocated from the existing wages and/or fringe benefits.

** To be allocated among wages and/or fringe benefits at the Union's discretion.

*** If an early extended Agreement is negotiated prior to June 25, 2018, Individual Employers who do not extend said Agreement shall be subject to an additional twenty-five cents (\$.25) per hour increase, effective June 25, 2018 for a total increase of one dollar and ninety cents (\$1.90). If an early extended Agreement is not negotiated prior to June 25, 2018, the total increase on June 25, 2018 shall be one dollar and ninety cents (\$1.90).

**** Effective July 1, 2012, the Union may at its discretion redirect up to fifty cents (\$0.50) per hour from the annuity contribution to wages and/or other fringe benefits. Any such allocation shall automatically revert back to the annuity on June 30, 2014.

In the event the Laborers Health and Welfare Trust Fund falls below a six (6) month reserve, any package increase negotiated by the collective bargaining parties, shall be reviewed at least ninety (90) days prior to the effective date of such increase, and by mutual agreement such monies as are deemed necessary to provide sufficient reserve (not less than six (6) months), shall be allocated to the Health and Welfare Trust Fund. Such monies as are determined appropriate for this allocation shall have as their intent to build a six (6) month reserve.

When the Pension Plan is fully funded (100%), the parties agree to enter into discussions for the disposition of the monies that have been allocated for the rehabilitation/funding improvement plan.

Section 29 General Saving Clause

It is not the intent of either party hereto to violate laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The clauses hereof relating to "Hiring," Section 3A hereof, and "No Cessation of Work," Section 8 hereof, are intended to be inseparable and mutually interdependent. Should either of such sections be held or determined to be illegal or void for any reason, then both of said clauses shall forthwith become of no further force or effect, and neither party shall by implication be bound thereby. The parties agree that if, and when, any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement are therefore intended to apply no broader than that permitted by law.

Section 30 Change of Name or Style

This Agreement is binding upon each Individual Employer regardless of whether he/she or it changes the name or style or address of his/her or their business. Each Individual Employer shall give notice in

writing to said District Council of any intent to change the name, style or address of his/her or its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names or styles or addresses, as specified herein.

Nothing in this paragraph shall be construed as adding to the scope of work covered by this Agreement.

Section 31 Warranty

Each of the persons executing this Agreement on behalf of their respective Employers or Unions hereby warrants his/her authority to execute this Agreement and to bind the respective party on whose behalf he/she signs.

Section 32 Effective and Termination Date

This Agreement shall be effective as of the 1st day of July 2014, and remain in effect without reopening for any purpose until the 30th day of June 2019, and shall continue from year to year thereafter, unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change the wages, hours and working conditions hereof not more than ninety (90) and not less than sixty (60) days prior to June 30 of any succeeding year.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market area and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Individual Employers.

It is agreed that in the event either party should exercise its rights under the paragraph first above set out, they will for a period of sixty (60) days prior to the 30th day of June, 2019, or June 30th of any succeeding year bargain with each other with respect to all wage rates, working conditions and hours of employment for the work herein covered.

Should an impasse be reached during the course of future negotiations to amend and/or extend the present Agreement, or during the course of negotiations over a new agreement, either party may submit the items in dispute to the Dispute Settlement Board established in the AGC Basic Trades Joint Labor Management Committee Impasse Settlement Plan for resolution. The findings of the Dispute Settlement Board shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by respective officers duly authorized to do so, this 18th day of December, 2013.

FOR THE UNION:

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

By 
Oscar De La Torre, Business Manager

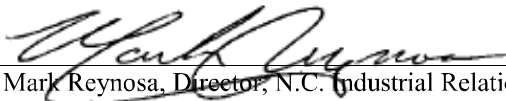


**2014 - 2019
Laborers
Agreement
Page 34**

FOR THE EMPLOYER:

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By 
Thomas T. Holsman, CEO

By 
Mark Reynosa, Director, N.C. Industrial Relations Dept.

SUPPLEMENT NO. 1

LABORERS WAGE RATES

WAGE RATES: In each group, two (2) different wage rates will apply for each classification.

Wage Rate A - will apply to the following six (6) counties:

Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara.

Wage Rate B - will apply to the following forty (40) counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

Labor Foremen - shall receive one dollar and fifty cents (\$1.50) per hour above any classification in this Agreement working under his/her direction. Effective June 29, 2015, Labor Foreman shall receive two dollars (\$2.00) per hour above any classification in this Agreement working under his/her direction. Effective June 26, 2017, Labor Foreman shall receive two dollars and twenty-five cents (\$2.25) per hour above any classification in this Agreement working under his/her direction.

A \$3.00/hour premium (shift differential) shall be added to the base rate of Wage Rate A and a \$2.85/hour premium (shift differential) shall be added to the base rate of Wage Rate B for the second shift of two (2) shift operations and for special single shifts as defined in Section 20A.

Premiums (shift differential) are not applicable to three (3) shift operations.

A \$3.00/hour premium (zone pay) shall be added to the base rate of Wage Rate B for worked performed outside the geographic area as defined in Supplement No. 6.

CONSTRUCTION SPECIALIST – WAGE RATE

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
RATE A	\$29.09	\$ **	\$ **	\$ **	\$ **
RATE B	\$28.09	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF CONSTRUCTION SPECIALIST

Asphalt Ironers and Rakers
Chainsaw
Certified Welder
Laser Beam in connection with Laborers' work
Masonry and Plasterer Tender
Cast in place manhole form setters
Pressure pipelayers
Davis Trencher - 300 or similar type (and all small trenchers)
Directional Boring Machine/Hydraulic Drills
State Licensed Blaster as designated
Diamond Drillers

**2014 - 2019
Laborers
Agreement
Page 36**

Multiple Unit Drills
High Scalers (including drilling of same)
New or additional classification subject to Section 14A of this Agreement

GROUP 1 – WAGE RATE

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
RATE A	\$28.39	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.39	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1

Asphalt Roller/Compactor (Walk Behind)
Asphalt Spreader Boxes (all types)
Asphalt Saw/Cutting, including self-propelled
Barko, Wacker and Similar Type Tampers
Bobcat/Skidsteer
Buggymobile
Caulkers, Banders, Pipewrappers, Plastic Pipe Layers
Certified Asbestos & Mold Removal Worker
Certified Hazardous Waste Worker (Including Lead Abatement)
Compactors of all types
Concrete and Magnesite Mixer and ½ yard
Concrete Pan Work
Concrete Sanders, Concrete Saw Cutting, including self-propelled
Core Boring (Circular Saw Cutting)
Cribbers and/or Shoring
Cut Granite Curb Setter
Dri Pak it Machine
Dry Utilities – including electrical, cable, and telecommunication
conduit layer, joint utility trench Laborer including gas
Faller, Logloader and Bucker
Form Raisers, Slip Forms
Green Cutters
Headerboard Men, Hubsetters, Aligners by any method
High Pressure Blow Pipe (1 ½" or over, 100 lbs pressure/over)
Housemover
Hydro Seeder & Similar Type
Jackhammer Operators
Jacking of Pipe over 12 inches
Jackson and Similar Type Compactors
Kettlemen, Potmen and men applying asphalt, Lay Kold, Creosote,
Lime, caustic and similar type materials, (applying means applying dipping or
handling of such materials)
Lagging, Sheeting, Whaling, Bracing, Trenchjacking, Lagging hammer
Locator (in conjunction with directional boring machine used to locate head of drill)
Magnesite, Epoxy Resin, Fiber Glass and Mastic Workers (wet/dry)
No joint pipe and stripping of same, including repair of voids
Pavement Breakers and Spaders, including tool grinder
Perma Curbs
Pipelayers (including grade checking in connection with pipe-laying)
Pipe Wrappers, Pipe Fusers

Plastic and Rigid Pipe Layers
 Precast manhole setters
 Pressure Pipe Tester
 Post Hole Diggers - Air, Gas and Electric Power Broom Sweepers
 Power Tampers of all types, except as shown in Group 2
 Ram Set Gun and Stud Gun
 Riprap - Stonepaver and Rock slinger, including placing of sacked concrete and/or sand (wet or dry) and Gabions and similar type
 Rock Slicer, Rock Splitter
 Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
 Roto and Ditch Witch
 Rototiller
 Sand Blasters, all types, Potmen, Gunmen and Nozzlemen
 Signaling and Rigging
 Tank Cleaners
 Tree Climbers
 Trenchless Technology Laborer – Pipe installation, bursting, relining or similar
 Trenchless Laborer's work, including camera controller and truck or trailer mounted vacuum excavators
 Turbo Blaster
 Vibra Screed – Bull float in connection with Laborers' work
 Vibrators
 Water Meter Installer

GROUP 1(a) – WAGE RATE

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
RATE A	\$28.61	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.61	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1(a)

Joy Drill Model TWM 2A
 Gardener Denver Model DH 143 and similar type drills.
 (In accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, February 3, 1954.)
 Track Drillers
 Jack Leg Drillers
 Wagon Drillers
 Mechanical Drillers - All types regardless of type or method of power
 Mechanical Pipe Layer - All types regardless of type or method of power
 Blasters and Powderman
 All work of loading, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
 Tree Topper
 Bit Grinder

GROUP 1(b) – WAGE RATE

Sewer Cleaners shall receive four dollars (\$4.00) per day above Group 1 wage rates. "Sewer Cleaner" means any workman who handles or comes in contact with raw sewage in small diameter sewers.

Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive five dollars (\$5.00) per day above Group 1 wage rates.

GROUP 1(c) – WAGE RATE

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
RATE A	\$28.44	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.44	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1(c)

Burning and welding in connection with Laborers' work Synthetic thermoplastics and similar type welding.

GROUP 1(d) – WAGE RATE

Maintenance and Repair Trackmen and Road Beds and all employees performing work covered by this Agreement shall receive twenty-five cents (\$.25) per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1(e) – WAGE RATE

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
RATE A	\$28.94	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.94	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1(e)

Work on and/or in Bell Hole Footings and Shafts thereof, and work on and in Deep Footings (Deep Footing is a hole fifteen (15) feet or more in depth). In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds fifteen (15) feet, the contractor agrees to pay the deep footing wage rate to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

All work in the construction of tunnels and shafts shall be performed in accordance with the provisions of the Laborers' Tunnel Master Agreement for Northern California and the Individual Employer agrees to comply with all of the provisions of said Tunnel Agreement in such work.

Shaft is an excavation over fifteen (15) feet deep of any type, generally vertical in nature, but may decline from the vertical, and whose depth is greater than its largest horizontal dimension. It is specifically understood that Bell Hole Footings and Deep Footings are subject to the provisions of this Agreement, and all Shafts, Stopes, Raises and Tunnels are subject to the provisions of the Tunnel Master Agreement specified herein.

GROUP 1(f) – WAGE RATE

Wire winding machine in connection with Guniting or Shot Crete. (See Supplement No. 2)

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
Aligner-					
RATE A	\$28.97	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.97	\$ **	\$ **	\$ **	\$ **
Helper-					
RATE A	\$27.99	\$ **	\$ **	\$ **	\$ **
RATE B	\$26.99	\$ **	\$ **	\$ **	\$ **

GROUP 1(g) – WAGE RATES FOR CONTRA COSTA COUNTY

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
RATE	\$28.59	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1(g)

Pipelayers (including grade checking in connection with pipelaying)
 Caulkers
 Banders
 Pipewrappers
 Conduit Layers
 Plastic Pipe Layer
 Pressure Pipe Tester
 No joint pipe and stripping of same, including repair of voids
 Precast Manhole Setters, cast in place manhole form setters

GROUP 1(h) – WAGE RATES

Laborers working off or with or from Bos'n Chairs, Swinging Scaffolds, or Belts shall receive twenty-five cents (\$.25) per hour above the applicable wage rate. This premium rate shall be reckoned by the day and half day. This shall not apply to Laborers entitled to receive the wage rate set forth in Group 1(a).

GROUP 2 – WAGE RATE

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
RATE A	\$28.24	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.24	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 2

Asphalt Shovelers
 Cement Dumpers and handling dry cement or gypsum
 Choke Setter and Rigger (clearing work)
 Concrete Bucket Dumper and Chuteman
 Concrete Chipping and Grinding
 Concrete Laborers (wet or dry)
 Drillers Helper, Chuck Tender, Nipper (One (1) Chuck Tender on single machine operation with minimum of one (1) Chuck Tender for each two (2) machines on multiple machine operations.

**2014 - 2019
Laborers
Agreement
Page 40**

(Jackhammers are in no way involved in this item.)
Guinea Chaser (Stakeman), Grout Crew
High Pressure Nozzlemen, Adductors
Hydraulic Monitor (over 100 lbs. pressure)
Loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction
Pittsburgh Chipper, and similar type brush shredders
Sloper
Single foot, hand held, pneumatic tamper
All Pneumatic, Air, Gas and Electric Tools not listed in Groups 1 through 1(f)
Jacking of Pipe under 12 inches

GROUP 3 – WAGE RATE

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
RATE A	\$28.14	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.14	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 3

Construction Laborers, including Bridge Laborers, General Laborers and Cleanup Laborers
Demolition Worker
Dumpman, Load Spotter
Erosion Control Worker
Fence Erectors, including temporary fencing
Flagperson/Pedestrian Monitor
Fire Watcher
Free Standing Furniture/Appliance Laborer
Forklift
Guardrail Erectors
Gardeners, Horticultural and Landscape Laborers (See Supplement No. 4)
Jetting
Limbers, Brush Loaders and Pilers
Pavement Markings (Button Setters/Stripers)
Pavers, Interlocking Pavers (all types) and Interlocking Paver Machines
Maintenance, Repair Trackmen and Road Beds
Escort Driver (Construction Zone Traffic Control Pilot Car)
Skip Loader (up to and including ½ Cubic Yard)
Temporary Air and Water Lines, Victaulic or similar
Temporary Lighting (job site work lighting only)
Tool Room Attendant (job site only)
Remediation/Land Restoration Laborer – Wetlands restoration, mitigation or re-vegetation of lands, (ornamental landscape is not included in this classification)
Solarvoltaic (Photovoltaic Assembler and Installer) Systems
Street Car and Railroad Construction Track Laborers (Rail Trackmen), including welding of rails
Wheelbarrow, including power driven

GROUP 3(a) – WAGE RATE

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
-----------------------	----------------	----------------	----------------	----------------	----------------

RATE A	\$28.14	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.14	\$ **	\$ **	\$ **	\$ **

CLASSIFICATION OF GROUP 3(a)

Composite Crew Person - Shall apply only to the operation of vehicles, when operated in conjunction with Laborers' duties.

GROUP 4 – WAGE RATE

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
RATE A	\$21.83	\$ **	\$ **	\$ **	\$ **
RATE B	\$20.83	\$ **	\$ **	\$ **	\$ **

CLASSIFICATION OF GROUP 4

All final cleanup work of debris, grounds and building near the completion of the project including but not limited to street cleaners. It is agreed that the Group 4 Classification is not applicable to engineering or heavy highway projects.

Cleaning & Washing Windows (subject to provisions of Section 20A)

Brick Cleaners (job site only)

Graffiti Abater (job site only)

Watchman (Subject to provisions of Section 20A)

Material Cleaners (job site only)

The classification "Material Cleaner" is to be utilized under the following conditions:

- A. At demolition sites for the salvage of the material.
- B. At the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C. The cleaning of salvage material at the Employer's job site or temporary job site yard.

The classification of "Material Cleaner" is not to be used to perform "form stripping cleaning and oiling and moving to the next point of erection."

** To be allocated among wages and/or fringe benefits at the Union's discretion.

SUPPLEMENT NO. 2

GUNITE, SHOTCRETE, PANELCRETE AND SIMILAR TYPE WORK INCLUDING ALL PLACING, FINISHING AND PATCHING OF SHOTCRETE OR GUNITE

Hours and working conditions and wages shall be the same as in this Master Agreement except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
Structural Nozzleman					
RATE A	\$29.35	\$ **	\$ **	\$ **	\$ **
RATE B	\$28.35	\$ **	\$ **	\$ **	\$ **
Nozzleman, Gunman and Potman					
RATE A	\$28.85	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.85	\$ **	\$ **	\$ **	\$ **
Rodman					
RATE A	\$28.85	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.85	\$ **	\$ **	\$ **	\$ **
Groundman					
RATE A	\$28.85	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.85	\$ **	\$ **	\$ **	\$ **
Guniting Trainee**					
RATE A	\$21.83	\$ **	\$ **	\$ **	\$ **
RATE B	\$20.83	\$ **	\$ **	\$ **	\$ **
Reboundman					
RATE A	\$28.26	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.26	\$ **	\$ **	\$ **	\$ **
General Laborers					
RATE A	\$28.14	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.14	\$ **	\$ **	\$ **	\$ **

**One trainee shall be allowed for each three (3) Journeymen on a crew. In the absence of the Journeyman, the trainee shall receive the Journeyman scale.

Guniting Foreman					
RATE A	\$29.85	\$ **	\$ **	\$ **	\$ **
RATE B	\$28.85	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.

Travel from Jurisdiction of One Area to Another Area:

The Employer shall have the right to bring six (6) workers from one area into another area within the area covered by this Agreement. Such Employer shall notify the Local Union one day in advance of starting the job. Other workers will be obtained when available from the area where the work is to be performed.

Travel, Driving and Out of Town Expense Allowance:

On projects sixty (60) miles or more by the shortest and most direct regularly traveled route from the main office or permanently established area office of the individual employer, such employer shall provide each employee transportation either physically or by paying the cost of such transportation. If the employer chooses to pay the cost of such transportation the cost shall be determined at the rate of forty (\$0.40) cents per mile for each mile in excess of sixty (60) miles. Additionally the employee will be compensated at rate of one-half ($\frac{1}{2}$) of his/her straight time wage rate both to and from the job less seventy-five (75) minutes each way.

Any employee operating or responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies from the employer's regularly established shop or yard to a jobsite shall be compensated at a rate of fifteen dollars and ninety-three cents (\$15.93) per hour. Any employee who is a passenger in and not directly responsible for the control of a company vehicle is deemed to be in the vehicle voluntarily and is not subject to compensation other than discussed above. Employees assigned company vehicles will not be compensated for travel to and from the project to their homes unless it is in excess of sixty (60) miles from the regularly established shop or yard.

Travel & Driving time is not subject to Section 28 (Fringe Benefits).

Employees required to stay out of town will be compensated at the rate of sixty dollars (\$60.00) per day for each night the employee is at the project location. If an employee arrives on a project on Monday and returns to his/her home on Friday he/she would be compensated for four (4) night's subsistence. At the employer's option on continuing projects the employee may be paid subsistence through the weekend or pay the travel to and from the project for every weekend that the employee return to such project. If the employer pays for the lodging the employee will be compensated at the rate of twenty dollars (\$20.00) per day for food and other out of town expenses.

SUPPLEMENT NO. 3

WRECKING WORK

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
Skilled Wrecker					
Group No. 1					
(Removing and salvaging of sash, windows, doors, plumbing and electric fixtures.)					
RATE A	\$28.39	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.39	\$ **	\$ **	\$ **	\$ **
Semi Skilled Wrecker					
Group No. 2					
(Salvaging of other building materials)					
RATE A	\$28.24	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.24	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.

SUPPLEMENT NO. 4

GARDENERS, HORTICULTURAL & LANDSCAPE WORKERS

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
Gardeners, Horticultural and Landscape Laborers (New Construction)					
RATE A	\$28.14	\$ **	\$ **	\$ **	\$ **
RATE B	\$27.14	\$ **	\$ **	\$ **	\$ **
Service Landscape Laborers (Establishment Warranty Period)					
RATE A	\$21.83	\$ **	\$ **	\$ **	\$ **
RATE B	\$20.83	\$ **	\$ **	\$ **	\$ **

The overtime rates provided in paragraph 5 of Section 20A shall apply only to service landscape laborers (establishment warranty period) for work in excess of forty (40) hours in any one (1) week, or in excess of eight (8) hours in any one (1) day.

Service landscape laborers (establishment warranty period), may be required to work any five (5) days out of the week on any shift.

LANDSCAPE LABORER TRAINEE

A new classification, Landscape Laborer Trainee, is based on an eighteen (18) month training program, as follows:

EFFECTIVE DATE		6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
RATE A:	1st 6 mos. @ 70%	\$19.70	\$ **	\$ **	\$ **	\$ **
	2nd 6 mos. @ 80%	\$22.51	\$ **	\$ **	\$ **	\$ **
	3rd 6 mos. @ 90%	\$25.33	\$ **	\$ **	\$ **	\$ **
RATE B:	1st 6 mos. @ 70%	\$19.00	\$ **	\$ **	\$ **	\$ **
	2nd 6 mos. @ 80%	\$21.71	\$ **	\$ **	\$ **	\$ **
	3rd 6 mos. @ 90%	\$24.43	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.

(The above rates are wages only. Fringe Benefits are the same as in Section 28A of the Laborers' Master Agreement.)

Prior to employment, the Employer must submit in writing any request for employees from the Local Union; and, all employees must be referred by the Local Union in the area of work.

The ratio of Trainees shall be: One (1) in three (3), with the understanding that each Individual Contractor utilizing the Trainee Classification must employ at least one (1) Second Period Trainee in the Second Period of the Agreement and at least one (1) Third Period Trainee in the Third Period of the Agreement before being eligible to employ another First Period Trainee.

SUPPLEMENT NO. 5

LABORERS' APPRENTICESHIP PROGRAM

1. **TERM OF APPRENTICESHIP:** New applicants for union membership, who cannot demonstrate a minimum of 3,600 hours of experience as a Construction Craft Laborer shall enter the Laborers Apprenticeship Program (Apprenticeship Program). If an applicant is designated a journey-level Laborer by a referring Individual Employer who states in writing that the applicant's knowledge and experience warrants journey-level status, such Employees shall be considered provisional journey-level Laborers and may retain that status so long as they are employed by the designating Individual Employer. Any provisional journey-level Laborer who is laid-off or otherwise discharged prior to working 3,600 hours may not be placed on a journey-level out of work list until assessed by the Apprenticeship Program.
2. **RATIO:** Individual Employers shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. When four (4) journey-level Laborers are employed on a project for a particular Individual Employer, the next employee hired to perform Laborers' work must be an apprentice and this ratio will be continued for every four (4) additional Laborers being employed on the Project. On projects with fewer than four (4) journey-level Laborers an Individual Employer may employ one (1) apprentice per project with at least one (1) journey-level Laborer.
3. The Apprenticeship Standards approved by the Division of Apprenticeship Standards of the State of California are hereby incorporated by reference as part of this Agreement.
4. All apprentices shall be properly dispatched through the appropriate Local Union's hiring hall. The Individual Employer must secure a dispatch from the appropriate Local Union for any apprentices employed by the Individual Employer.
5. Entry into the Apprenticeship Program shall be controlled by the Laborers Joint Apprenticeship Training Committee (JATC), which shall employ appropriate screening procedures. An apprentice in good standing advances from one level to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice. The JATC may also grant credited hours to an apprentice who received work experience and/or training prior to entry into the Apprenticeship Program. The JATC will not unreasonably withhold entry and advancement in the Apprenticeship Program for provisional journey-level Laborers after their employment with a referring Individual Employer is terminated.
6. An apprentice should, whenever possible, be rotated by the Individual Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Individual Employer is unable to provide an apprentice with experience in the full range of craft skills causing the apprentice to exceed the number of hours allotted to a given work process, the JATC may coordinate with the Local Union to reassign the apprentice to other employment in order to provide that experience. For so long as the Individual Employer is able to provide the necessary range of employment experience, the Individual Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments. An apprentice shall not work on the jobsite unless supervised by a journey-level Laborer.
7. The Individual Employer shall release the apprentice to enroll in Related and Supplemental Instruction (RSI) when the apprentice is notified of mandatory training. An apprentice shall

not be penalized for taking time off from work to receive RSI as required by the Apprenticeship Program. The Laborers Apprenticeship Program shall endeavor to notify the Individual Employer of any upcoming RSI requirements the apprentice must satisfy. The Laborers Apprenticeship Program will assist the Individual Employer in meeting its apprentice ratio requirements.

8. An apprentice who fails to maintain his/her apprenticeship status shall not be eligible for employment as a journey-level Laborer unless he/she successfully completes the Apprenticeship Program after reinstatement by the JATC. Reinstatement is at the sole discretion of the JATC. If reinstatement is denied, an apprentice may reapply for entry into the Apprenticeship Program after waiting one (1) year from the date he/she was terminated from the Apprenticeship Program. The failure of any apprentice to maintain his/her apprenticeship status shall obligate the Individual Employer to discharge such person upon written notice from the Apprenticeship Program.

9. **WAGE/BENEFIT SCHEDULE:** Apprentice wage and fringe benefit rates shall be:

<u>Hours of Credit</u>	<u>Wage Rate</u>	<u>Fringe Benefits</u>
1 – 600	65% of Journey Worker	Health & Welfare, Training, Vacation Holiday Dues Supplement (current Supplemental Dues amount only), Contract Administration and Industry Stabilization
601 – 1200	70% of Journey Worker	Health & Welfare, Training, Vacation Holiday Dues Supplement (current Supplemental Dues amount only), Contract Administration and Industry Stabilization
1201 – 1800	75% of Journey Worker	Full benefits
1801 – 2400	80% of Journey Worker	Full benefits
2401 – 3000	85% of Journey Worker	Full benefits
3001 – 3600	90% of Journey Worker	Full benefits

Journey Worker rates are based on the Group 3 Laborer rate.

The Individual Employer may pay a higher rate at its option. However, the apprentice must meet his or her commitments to the JATC regardless of compensation.

SUPPLEMENT NO. 6

ZONE PAY

Zone Pay at three dollars (\$3.00) per hour will be added to the base hourly wage rate for work performed outside the Free Zone described by the following boundaries along Township and Range lines.

For purposes of calculating overtime, the Zone Pay hourly rate shall be either one and one-half (1 ½) times the straight time hourly Zone Pay rate or double (2x) times the straight time hourly Zone Pay rate in accordance with Section 20A (Overtime Rates, Hours and Working Conditions) in the Agreement.

MAP DESCRIPTION FOR AREA FREE ZONE.

The following is a description based upon township and Area free zones for all of Northern California within the following lines:

1. Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,
2. Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,
3. Thence Southerly to the Southwest corner of Township 20S, Range 6E,
4. Thence Easterly to the Northwest corner of Township 21S, Range 7E,
5. Thence Southerly to the Southwest corner of Township 21S, Range 7E,
6. Thence Easterly to the Northwest corner of Township 22S, Range 9E,
7. Thence Southerly to the Southwest corner of Township 22S, Range 9E,
8. Thence Easterly to the Northwest corner of Township 23S, Range 10E,
9. Thence Southerly to the Southwest corner of Township 24S, Range 10E,
10. Thence Easterly to the Southwest corner of Township 24S, Range 31E,
11. Thence Northerly to the Northeast corner of Township 20S, Range 31E,
12. Thence Westerly to the Southeast corner of Township 19S, Range 29E,
13. Thence Northerly to the Northeast corner of Township 17S, Range 29E,
14. Thence Westerly to the Southeast corner of Township 16S, Range 28E,
15. Thence Northerly to the Northeast corner of Township 13S, Range 28E,
16. Thence Westerly to the Southeast corner of Township 12S, Range 27E,
17. Thence Northerly to the Northeast corner of Township 12S, Range 27E,
18. Thence Westerly to the Southeast corner of Township 11S, Range 26E,
19. Thence Northerly to the Northeast corner of Township 11S, Range 26E,
20. Thence Westerly to the Southeast corner of Township 10S, Range 25E,
21. Thence Northerly to the Northeast corner of Township 9S, Range 25E,
22. Thence Westerly to the Southeast corner of Township 8S, Range 24E,
23. Thence Northerly to the Northeast corner of Township 8S, Range 24E,
24. Thence Westerly to the Southeast corner of Township 7S, Range 23E,
25. Thence Northerly to the Northeast corner of Township 6S, Range 23E,
26. Thence Westerly to the Southeast corner of Township 5S, Range 20E,
27. Thence Northerly to the Northeast corner of Township 5S, Range 20E,
28. Thence Westerly to the Southeast corner of Township 4S, Range 19E,
29. Thence Northerly to the Northeast corner of Township 1S, Range 19E,
30. Thence Westerly to the Southeast corner of Township 1N, Range 18E,
31. Thence Northerly to the Northeast corner of Township 3N, Range 18E,
32. Thence Westerly to the Southeast corner of Township 4N, Range 17E,
33. Thence Northerly to the Northeast corner of Township 4N, Range 17E,

**2014 - 2019
Laborers
Agreement**

Page 49

34. Thence Westerly to the Southeast corner of Township 5N, Range 15E,
35. Thence Northerly to the Northeast corner of Township 5N, Range 15E,
36. Thence Westerly to the Southeast corner of Township 6N, Range 14E,
37. Thence Northerly to the Northeast corner of Township 10N, Range 14E,
38. Thence Easterly along the Southern line of Township 11N, to the California/Nevada State Border,
39. Thence Northerly along the California/Nevada State Border to the Northerly line of Township 17N,
40. Thence Westerly to the Southeast corner of Township 18N, Range 10E,
41. Thence Northerly to the Northeast corner of Township 20N, Range 10E,
42. Thence Westerly to the Southeast corner of Township 21N, Range 9E,
43. Thence Northerly to the Northeast corner of Township 21N, Range 9E,
44. Thence Westerly to the Southeast corner of Township 22N, Range 8E,
45. Thence Northerly to the Northeast corner of Township 22N, Range 8E,
46. Thence Westerly to the Northwest corner of Township 22N, Range 8E,
47. Thence Northerly to the Southwest corner of Township 27N, Range 8E,
48. Thence Easterly to the Southeast corner of Township 27N, Range 8E,
49. Thence Northerly to the Northeast corner of Township 28N, Range 8E,
50. Thence Westerly to the Southeast corner of Township 29N, Range 6E,
51. Thence Northerly to the Northeast corner of Township 32N, Range 6E,
52. Thence Westerly to the Northwest corner of Township 32N, Range 6E,
53. Thence Northerly to the Northeast corner of Township 35N, Range 5E,
54. Thence Westerly to the Southeast corner of Township 36N, Range 3E,
55. Thence Northerly to the Northeast corner of Township 36N, Range 3E,
56. Thence Westerly to the Southeast corner of Township 37N, Range 1W,
57. Thence Northerly to the Northeast corner of Township 38N, Range 1W,
58. Thence Westerly to the Southeast corner of Township 39N, Range 2W,
59. Thence Northerly to the Northeast corner of Township 40N, Range 2W,
60. Thence Westerly to the Southeast corner of Township 41N, Range 4W,
61. Thence Northerly to the Northeast corner of Township 42N, Range 4W,
62. Thence Westerly to the Southeast corner of Township 43N, Range 5W,
63. Thence Northerly to the California/Oregon State Border,
64. Thence Westerly along the California/Oregon State Border to the Westerly Boundary of Township Range 8W,
65. Thence Southerly to the Southwest corner of Township 43N, Range 8W,
66. Thence Easterly to the Southeast corner of Township 43N, Range 8W,
67. Thence Southerly to the Southwest corner of Township 42N, Range 7W,
68. Thence Easterly to the Southeast corner of Township 42N, Range 7W,
69. Thence Southerly to the Southwest corner of Township 41N, Range 6W,
70. Thence Easterly to the Northwest corner of Township 40N, Range 5W,
71. Thence Southerly to the Southwest corner of Township 38N, Range 5W,
72. Thence Westerly to the Northwest corner of Township 37N, Range 6W,
73. Thence Southerly to the Southwest corner of Township 35N, Range 6W,
74. Thence Westerly to the Northwest corner of Township 34N, Range 10W,
75. Thence Southerly to the Southwest corner of Township 31N, Range 10W,
76. Thence Easterly to the Northwest corner of Township 30N, Range 9W,
77. Thence Southerly to the Southwest corner of Township 30N, Range 9W,
78. Thence Easterly to the Northwest corner of Township 29N, Range 8W,
79. Thence Southerly to the Southwest corner of Township 23N, Range 8W,
80. Thence Easterly to the Northwest corner of Township 22N, Range 6W,
81. Thence Southerly to the Southwest corner of Township 16N, Range 6W,
82. Thence Westerly to the Southeast corner of Township 16N, Range 9W,
83. Thence Northerly to the Northeast corner of Township 16N, Range 9W,

**2014 - 2019
Laborers
Agreement
Page 50**

84. Thence Westerly to the Southeast corner of Township 17N, Range 12W,
85. Thence Northerly to the Northeast corner of Township 18N, Range 12W,
86. Thence Westerly to the Northwest corner of Township 18N, Range 15W,
87. Thence Southerly to the Southwest corner of Township 14N, Range 15W,
88. Thence Easterly to the Northwest corner of Township 13N, Range 14W,
89. Thence Southerly to the Southwest corner of Township 13N, Range 14W,
90. Thence Easterly to the Northwest corner of Township 12N, Range 13W,
91. Thence Southerly to the Southwest corner of Township 12N, Range 13W,
92. Thence Easterly to the Northwest corner to Township 11N, Range 12W,
93. Thence Southerly into the Pacific Ocean, and,
94. Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
95. Thence Easterly to the Northwest corner of Township 1S, Range 2E,
96. Thence Southerly to the Southwest corner of Township 2S, Range 2E,
97. Thence Easterly to the Northwest corner of Township 3S, Range 3E,
98. Thence Southerly to the Southwest corner of Township 5S, Range 3E,
99. Thence Easterly to the Southeast corner of Township 5S, Range 4E,
100. Thence Northerly to the Northeast corner of Township 4S, Range 4E,
101. Thence Westerly to the Southeast corner of Township 3S, Range 3E,
102. Thence Northerly to the Northeast corner of Township 5N, Range 3E,
103. Thence Easterly to the Southeast corner of Township 6N, Range 5E,
104. Thence Northerly to the Northeast corner of Township 7N, Range 5E,
105. Thence Westerly to the Southeast corner to Township 8N, Range 3E,
106. Thence Northerly to the Northeast corner of Township 9N, Range 3E,
107. Thence Westerly to the Southeast corner of Township 10N, Range 1E,
108. Thence Northerly to the Northeast corner of Township 13N, Range 1E,
109. Thence Westerly into the Pacific Ocean,
excluding that portion of Northern California contained within the following lines:
110. Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo
Base and Meridian,
111. Thence Easterly to the Southeast corner of Township 12N, Range 16E,
112. Thence Northerly to the Northeast corner of Township 12N, Range 16E,
113. Thence Westerly to the Southeast corner of Township 13N, Range 15E,
114. Thence Northerly to the Northeast corner of Township 13N, Range 15E,
115. Thence Westerly to the Southeast corner of Township 14N, Range 14E,
116. Thence Northerly to the Northeast corner of Township 16N, Range 14E,
117. Thence Westerly to the Northwest corner of Township 16N, Range 12E,
118. Thence Southerly to the Southwest corner of Township 16N, Range 12E,
119. Thence Westerly to the Northwest corner of Township 15N, Range 11E,
120. Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range
11E.

Zone Pay and map changes shall apply for work bid after June 26, 2006.

All areas other than free zones shall be subject to the payment of Zone Pay.

The Individual Employer shall not be required to pay Zone Pay to employees employed by an Individual Employer in a permanent yard or shop or plant and employees employed by an Individual Employer on residential construction projects (not camps); subdivisions; buildings of three (3) stories or less including utilities and site work related to these buildings; streets, roadways and utilities which are a part of a residential construction project.

Zone Pay shall not be applicable within the city limits of the following cities or towns:

Auburn, Coalinga, Crescent City, Exeter, Grass Valley, Greenfield, Jackson, Jamestown, Lindsay, Mariposa, Nevada City, Placerville, Porterville, Sonora, Strathmore, Terrabella, Tuolumne, Twain Harte, Woodlake or Yreka.

Zone Pay shall apply to publicly financed camps, highways, dams, tunnels, power facilities, defense facilities, utilities (except as provided above), sewage disposal plants and heavy engineering projects together with the camps, warehouses, offices or facilities constructed in connection with such latter projects.

No Zone Pay shall be paid on a job located within the right of way of a road or highway forming part of the boundary of the Zone Pay area.

If a road or highway forming part of the boundary of a Zone Pay Area is relocated, such relocated road or highway upon being officially opened shall form a part of the boundary of the Zone Pay Area in place of the old road.

When the work is to be performed in the Zone Pay Area, each employee employed to perform work covered by this Agreement shall receive the Zone Pay specified herein.

When the work to be performed is in the Free Zone, such employees shall not be entitled to receive Zone Pay; provided, however, if two or more hours of compensable time (straight time or premium time) are worked by said employee in the Zone Pay Area, he/she shall be entitled to be paid appropriate Zone Pay for all hours worked.

SUPPLEMENT NO. 7

SUPPLEMENT TO THE MASTER AGREEMENT REGARDING LABORERS WORK FOR THE CONCRETE SAWING, DRILLING, CORING AND BREAKING INDUSTRY

TRAVEL & DRIVING TIME

TRAVEL RATES PER HOUR:

EFFECTIVE DATE	1/01/14	1/01/15	6/27/16	6/26/17	6/25/18
	\$17.91	\$18.16	\$18.66	\$18.91	\$19.16

1. Time and one-half the travel rate shall be paid on travel during work time after the employee has worked a total of forty (40) hours work in a week or eight (8) hours work in a day on prevailing wage project. Any employee operating or responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies from the Individual Employer's regularly established shop or yard to a jobsite shall be compensated at the travel rate. No employee shall suffer a reduction in rate as a result of this agreement.
2. The employee's working time starts at the jobsite, yard or shop where he or she is required to report for work or begin driving a vehicle. Those who, as a matter of convenience, travel as passengers in company provided transportation shall not be paid travel time to the first site of employment or from the last site of employment during the workday. Employees assigned company vehicles that are provided primarily for the employee's convenience will be paid a driving stipend based on the travel rate for travel time spent driving in excess of sixty (60) miles to and from the first and last project in a workday where the project is located in excess of sixty (60) miles from the regularly established shop or yard.
3. Travel & Driving time is not subject to Section 28 (Fringe Benefits) in the Agreement except as set forth herein. However, an Individual Employer shall be required to contribute one hundred ten (110) hours to the Health & Welfare Trust Fund on behalf of an employee in any month where the employee's travel time work hours and non-travel work hours equal or exceed one hundred ten (110) hours for the month and the employee's non-travel time work hours are less than one hundred ten (110) hours. The Individual Employer will designate on the Trust Fund report form those hours which represent travel time work hours. (Example: Employee works ninety [90] non-travel time hours and twenty-five [25] travel time work hours in January. The Individual Employer will remit one hundred ten [110] hours of contributions to the Health & Welfare Trust Fund.) When an employee's non-travel time work hours for an Individual Employer in a given calendar year are not sufficient to earn a year of pension service credits, an Individual Employer will be required to contribute the additional hours an employee would need to earn a year of pension service credit where the employee's travel time and non-travel work hours would equal or exceed the number of hours necessary to earn a year of pension service credit. (Example: One thousand [1,000] hours are needed for a year of service credits. Employee works nine hundred [900] non-travel time hours and one hundred twenty-five [125] travel time hours in calendar year 2013. Individual Employer reports an additional one hundred (100) hours to the Pension Trust Fund for the month of December 2013 to enable an employee to earn a year of service credits.)

SCHEDULE "A"

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS HIRING HALL LOCATIONS

Local	City	Street Address	Phone Number	Dispatch Hours
67*	Oakland	8301 Edgewater Drive, #201	510-569-4761	7:00-9:00 a.m.
67*	Sacramento	2717 Cottage Way, #12	916-482-2607	7:00-9:00 a.m.
73	Stockton	3984 Cherokee Rd.	209-466-3356	6:30-9:00 a.m.
166	Oakland	8400 Enterprise Way, Rm 109	510-568-0141	7:00-9:00 a.m.
185	Sacramento	1320 National Drive	916-928-8300	6:30-9:00 a.m.
185	Redding	2210 Twin View Blvd.	530-221-0961	6:30-9:00 a.m.
185	Yuba City	1650 Sierra Ave., #206	530-674-4707	6:30-9:00 a.m.
261	San Francisco	3271 18th Street	415-826-4550	6:30-9:00 a.m.
261	San Mateo	300 – 7th Ave.	650-344-7168	6:30-9:00 a.m.
261	San Rafael	4174 Redwood Highway	415-492-0936	6:30-9:00 a.m.
270	San Jose	509 Emory St.	408-297-2620	6:00-9:00 a.m.
270	Santa Cruz	640 Eaton St.	831-475-7058	6:00-9:00 a.m.
270	Salinas	117 Pajaro St	831-422-7077	6:00-9:00 a.m.
294	Fresno	5431 East Hedges Ave	559-255-3019	6:30-9:00 a.m.
294	Visalia	319 N. Church St	559-734-9426	6:30-9:00 a.m.
304	Hayward	29475 Mission Blvd	510-581-9600	6:00-9:00 a.m.
304	Oakland	425 Roland Way	510-562-2661	6:00-9:00 a.m.
304	Livermore	2063 Research Drive	925-455-8292	
324	Martinez	611 Berrellesa St.	925-228-0930	6:30-9:00 a.m.
324	Antioch	1005 Fitzuren Rd	925-439-1021	6:30-9:00 a.m.
324	Richmond	101 S. 12th St.	510-234-1069	6:30-9:00 a.m.
324	Vallejo	2920 Sonoma Blvd, Ste B	707-643-7214	6:30-9:00 a.m.
324	Santa Rosa	81 Barham Avenue	707-542-1107	6:30-9:00 a.m.
324	Napa	(Phone Dispatch Only)	707-226-7971	6:30-9:00 a.m.
886	Oakland	8400 Enterprise Way, # 110	510-632-0161	
1130	Modesto	2549 Yosemite Blvd., Ste K	209-521-9883	7:00-9:00 a.m.

*Asbestos

Northern California District Council of Laborers
Union Plaza
4780 Chabot Drive, Suite 200
Pleasanton, CA 94588
Telephone 925-469-6800
Facsimile 925-469-6900
Office Hours: 7:00 a.m. to 5:00 p.m. Monday through Friday

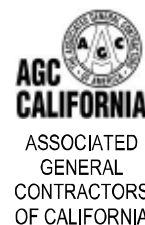


EXHIBIT 5

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement

INDEX	Section	Page
Access to Project Rights for Union Representatives	2C	7
Additional Work or Classifications	14A	27
Agreement Binding Upon Successors	16B	29
Annuity Plan	28A	36
Apprentice Program	29	41
Apprentice Ratio	29	41
Apprentice Wage and Fringe Benefit Rates	29	42
Arbitrator	9(4)	19
Area Coverage of Agreement	1A(4)	2
Bargaining Representatives	2	6
Bargaining Authorization to AGC	16A	28
Camps	Sup. 6	63
Change of Business Name or Style	31	43
Classifications	Sup. 1	46
Concrete Sawing, Drilling, Coring and Breaking	Sup. 7	68
Conflicting Contracts	12	24
Contract Administration	9A	21
Contracting Piece Work	17	29
Coverage of Laborers' Work	1B	2
Definitions	1A	1
Description of Laborers' Work	1B	2
Discharge of Employee	3C	14
Dispatch Hours	3B(9)	12
Dispatch Requests	3B(5)	9
Drug & Alcohol Testing Rights	13A	25
Effective Dates of Agreement	33	44
Elimination of Restrictions on Production	13A	25
Favored Nations Clause	2A	6
Flagpersons	20A(8)	34
Foremen	21	34
Foremen Wage Rate	Sup. 1	46
Four-Ten (4 x 10hr) Work Week	20A(2)(c)	31
Fringe Benefit Contribution Rates	28A	36
Future Wage and Fringe Increases	28E	40
General Foreman	1A(3)	1
General Saving Clause	30	43
Grievance Procedures	9	18
Grievance Timeliness	9(14)	20
Gunitite Work Wage Rates	Sup. 2	55
Health & Welfare Plan	28A	36
Heat Illness Preventative Recovery Period	6C	17
Hiring and Employment Procedures	3B	8
Hiring Hall Locations	Sch. A	70
Hiring Hall Ratio Percentage	3B(6)(b)	9
Hiring Requests by Name (Name Hires)	3B(6)(a)	9
Hiring, Freedom of Selectivity	3B(14)	13
Holidays	23	35
Hours and Working Conditions	20A	30
Inclement Weather (Show-Up Time)	4B	15
Industry Stabilization Fund	9B	22

2018 - 2023
Laborers
Agreement

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

	Section	Page
Job Orders (Dispatch Requests)	3B(5)	9
Jurisdictional Disputes	14B	28
Keyman, Freedom to Employ First Key Laborer	3B(13)	13
Landscaping Work Wage Rates	Sup. 4	59
Liability of the Parties	26	36
Lunch Time	6	16
Mobility of Employees	3B(6)(d)	10
No Strike or Cessation of Work	8	18
Notices (Method of Delivery)	1A(5)	2
Out-of-Work List Dispatch Requests	3B(6)	9
Overtime Pay	20A(4)	32
Parking	20B	34
Payment of Wages	10	22
Pension Plan	28A	36
Picket Lines	27	36
Pre-Job Conference	15	28
Protective Clothing	13B	26
Public Work Projects Wage Freeze	18C	29
Reckoning of Time or Short Day Pay	20A(5)	33
Records	7	17
Rest Periods	6	16
Safety	13C	26
Saturday Make-Up Day	20A(2)(d)	31
Shift Work – Shift Pay	20A(3)	32
Shift Work – 2 & 3 Shift Operations	20A(3)	32
Show-Up Time	4	15
Special Single Shift	20A(2)(b)	30
Steward	22	34
Subcontracting (Terms & Conditions)	11	23
Subcontractor Notice Requirements	11	23
Subsistence (Zone Pay)	Sup. 6	63
Substance Abuse Testing Rights	13A	25
Superintendents	1A(3)	2
Supervisor Fringe Benefit Contributions	28A	36
Supplemental Dues	28D	40
Termination or Expiration Date of Agreement	33	44
Termination of Agreement Procedures	33	44
Tide Work	20A(6)	33
Traffic Control/Highway Improvement Agreement	1B(6)	6
Transfer of Employees (Mobility)	3B(6)(d)	10
Trust Fund Audits	7B	18
Trust Fund Delinquency	28B	38
Trust Fund – Security Bonds	28C	39
Tunnel Agreement	1B(5)	5
Union Membership Requirements	3A	7
Vacation & Holiday Plan	28A	36
Wage Rates	Sup. 1	46
Wage & Fringe Increases	28E	40
Warranty	32	44
Work Day (Work Hours)	20A(1)	30
Work Week	20A(2)	30

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement

	<u>Section</u>	<u>Page</u>
Work Week Exceptions.....	20A(7).....	33
Wrecking Work Wage Rates.....	Sup. 3.....	58
Zone Pay & Zone Pay Area Map.....	Sup. 6.....	63

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 1

NORTHERN CALIFORNIA
AGC/LABORERS MASTER AGREEMENT

2018-2023

THIS AGREEMENT, made and entered into this 22nd day of January 2018, and effective the 1st day of July, 2018 through June 30, 2023, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter referred to as COLLECTIVE BARGAINING REPRESENTATIVE OF EMPLOYER, and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as UNION, modifying, amending and changing the Agreement made and entered into the 17th day of May, 1951, as modified by the Agreements dated June 4, 1952; July 14, 1953; April 13, 1954; April 12, 1955; April 30, 1956; April 19, 1957; June 30, 1959; July 28, 1961; June 27, 1962; July 1, 1965; June 16, 1968; June 16, 1971; July 2, 1974; May 10, 1977; April 30, 1980; January 18, 1983; March 5, 1986; November 21, 1988; May 17, 1992; June 14, 1996; May 5, 1999; October 22, 2001, April 21, 2006, July 1, 2010, June 25, 2012, December 18, 2013, and January 22, 2018 by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA.

WITNESSETH:

Section 1 General Provisions

A. Definitions

(1)(a) The term "Employer" shall refer to the Associated General Contractors of California, Inc.

(b) The term "Individual Employer" shall mean (1) an employer who has authorized the Association (Employer) to represent said Individual Employer with respect to collective bargaining with the Union; or (2) is bound to the terms and conditions of this Agreement under the subcontracting requirements of this Agreement; or (3) directly signs this Agreement with the Union as an Independent or Non-Association Member. The Employer agrees to provide the Union with a current list of Individual Employers it has authority to represent.

(2) The term "Union" shall refer to the Northern California District Council of Laborers.



(3) This Agreement shall apply to any employee who performs work falling within the presently recognized jurisdiction of those Local Unions of the Laborers' International Union of North America affiliated with the Northern California District Council of Laborers; except that this Agreement shall not apply to superintendents, assistant superintendents, civil engineers and their helpers, timekeepers, messenger persons, confidential employees and office help.

(4) This Agreement shall apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis Obispo County, and the Westerly boundaries of Inyo and Mono Counties, which includes the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

(5) The “method of delivery of notices” required by this Agreement shall be satisfied by one of the following means of delivery: email, fax, certified mail, or regular mail.

B. Coverage and Description of Laborers' Work Covered by this Agreement.

(1) This Agreement shall cover all work coming within the recognized jurisdiction of the Laborers' International Union of North America.

(2) Subject to the preceding paragraph and subject also to the provisions of Section 14 of this Agreement, it is agreed that Laborers' work shall include but not be limited to:

All Laborers' work necessary to tend the carpenters and other building trades craftsmen, stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance, repair), installation of all track, including the third rail, all cleanup of debris, grounds and buildings, graffiti abatement, steam cleaning and all General Laborers' work. In accordance with Green Book Decision dated August 2, 1920 - December 11, 1924, the loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction shall be done by Laborers under the supervision of such person as the Employer may designate. The hoisting of rods shall be done by Laborers, except when a derrick or outrigger operated by other than hand power is used.

All Laborers' work in connection with excavation for building and all other construction, including digging of trenches, piers, foundations and holes; digging,

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 3

lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps. (This does not restrict the Laborers from performing other work.)

All Laborers' work in connection with concrete work, including rough striking, chipping and grinding, sealing, sandblasting, mixing, handling, shoveling, conveying, pouring, concrete pumps and similar type machines, grout pumps, nozzlemen (including gunmen and potmen), vibrating, guniting and otherwise applying concrete, whether done by hand or any other process, and wrecking, stripping, dismantling and handling concrete forms and false work, including tending of plasterers and brick and block layers.

All Laborers' work in the excavation, grading, preparation concreting, asphalt and mastic paving, paving, ramming, curbing, flagging and laying of other stone materials, installation and/or removal of pavers, and surfacing of streets, ways, courts, underpasses, overpasses and bridges; utilization of all equipment for the coring, cutting, scoring of concrete, asphalt or any other surface, including, but not limited to horizontal and/or vertical concrete cutting, all work utilizing diamond blades, all raising of manholes and water valves in connection with paving.

All Laborers' work in connection with the operation of spreader boxes, such as True Lay, Rola Pavers and Laytons or similar type models, including but not limited to all shoveling and shifting material and cleaning of boxes, shall be the work of the Laborers. All Laborers' work in connection with the cutting of streets and ways for all purposes, including aligning by any method, digging of trenches, manholes, etc., handling and conveying of all materials for same; concreting of same; and the backfilling, grading and resurfacing of same.

All Laborers' work in connection with the construction of caissons, cofferdams, subways (except as covered by Master Tunnel Agreement), aqueducts, water lines, culverts, flood controls, airports, drains and sewers, and any type of conduit, including electrical, no-joint pipe, including the cribbing, lagging, bracing, sheeting, checking grade for pipelaying, including laser work for pipelaying, manholes, drain inlets, vaults, pull boxes, trench jacking and handling of lagging hammers on all open trenches and ditches. All Laborers' work in connection with shoring, underpinning including cutting, fitting, placing and raising of all structures.

All mechanical and pressurized pipe work, including the laying and installation of pipe above and below ground, cathodic protection, bolt up, and support installation in connection to water conveyance, production, purification, filtration, and treatment facilities.

All track work, including rail ties, welding of rail; and including third rail work, except for electrification and electrical tie-ins.



All Laborers' work in connection with drilling, utilization of the rock slicer and/or rock splitter, utilization of all air track drills, hydraulic drills of all types and sizes; drilling, including directional drilling, geothermal drilling and the locator for directional drilling, all work of loading, placing and blasting of all powder and explosives of whatever type regardless of the method used for such loading and placing.

All signaling and rigging in connection with Laborers' work.

All Laborers' work in connection with the wrecking of buildings, both structural and non-structural.

All Laborers' work in connection with demolition, both structural and non-structural.

All Laborers' work in connection with the slinging, handling and placing of all rip rap, rock and stone on highways, jetties, seawalls waterfront structures and dikes, retaining walls or wherever used, mechanically stabilized earthen (MSE) walls, reinforced soil slopes (RSS), geosynthetic reinforced soil (GRS) walls, access ramps, bridge abutments, and wing walls construction and installation, including straps, facing, reinforcing mesh and strips, fabrics, precast panels, precast concrete blocks, dry cast modular blocks, gabions, welded wire mesh, drainage, drainpipe, and backfill and topsoil.

All wrecking work on construction and/or razing sites: all Laborers' work on precasting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.

All Laborers' work in connection with the operation of such equipment that is necessary and incidental to carry out the work of the Laborer.

All Laborers' work in connection with Trenchless Technology, including pipe installation, bursting, camera/cctv, relining or similar trenchless laborer work.

All Laborers' work in refineries (see Supplement No. 5).

All Laborers' work in connection with, Utilities, Dry Utilities, including electrical, cable, and telecommunication conduit layer, joint utility trench laborer including gas.

All Laborers' work in connection with Remediation/Land Restoration, including wetlands restoration, mitigation, or re-vegetation of lands, (ornamental landscape is not included in this classification).

All Laborers' work in connection with Erosion and Sediment Control, including soil stabilization and soil, vegetation, and watershed pollution control.

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 5

All Laborers' work in connection with installing the systems designed to support the solar modules/panels including anchoring support systems (deck mounting); Foundation post hole digging (ground mounted support systems); Pouring of concrete for support system posts; Moving, loading, and unloading of material used in solar photovoltaic installations to the point of installation roof or other locations as required, installation of Photovoltaic Modules in support systems, attaching Modules to Rails (support systems), trenching on ground level systems, conduit placement, Final Cleaning on Panel Surfaces, general cleanup of surplus packaging/installation materials, coring or sawing of concrete in conjunction with solar systems, welding of Solar Array structures, traffic control and flagman involved with delivery and unloading operations, and living roof installation.

All Laborers' work in connection with the installation of appliances and free standing furniture.

All Laborers' work in connection with the laying and/or applying of fabrics connected to asphalt, portland cement concrete (pcc), and aggregate paving work.

When an Individual Employer, at his/her discretion, wishes to utilize Employees covered by this Agreement to perform temporary lighting work at the jobsite, including, but not limited to Boloney Cords, Stand Lights, String Lights and Temp Power Boxes, such Employees may be employed in accordance with the Agreement.

(3) All classifications listed in Supplement No. 1 of this Agreement which are not listed under this Section shall be included in the coverage and description of Laborers' work just as though incorporated in full in this Section.

(4) Should an Individual Employer signatory to this Agreement subcontract the masonry or plastering portion of a project, said contract shall specify that the work to be performed shall be done under the terms and conditions of the current Masonry and/or Plaster Tender Agreement that has been negotiated by the Northern California District Council of Laborers or its affiliates, which is in effect in the territory in which the work is performed. However, Masonry work which is incidental to the work of the Individual Employer may be performed under the terms and conditions of this Agreement.

(5) Any Individual Employer not signatory to both the Tunnel and Laborers' Master Agreement shall agree that whenever work is performed which is covered by the terms of the Laborers' Master Tunnel Agreement for the forty-six (46) Northern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the Individual Employer.



(6) Should an Individual Employer signatory to this Agreement subcontract the traffic control or highway improvement portion of the project, such work shall be done under the terms and conditions of the current Laborers' Master Traffic Control/Highway Improvement Agreement that has been negotiated by the Associated General Contractors of California, Inc. and the Northern California District Council of Laborers, which is in effect in territory in which the work is performed.

(7) Should an Individual Employer signatory to this Agreement subcontract landscaping work, such work shall be performed under the terms and conditions of the current Laborers' Landscaping Agreement that has been negotiated by the Associated General Contractors of California, Inc. and the Northern California District Council of Laborers which is in effect in the County in which the work is performed.

Section 2 Bargaining Representatives

A. Union's Recognition of Collective Bargaining Representative of Employer.

The Union hereby recognizes and acknowledges that the Collective Bargaining Representative of Employer includes in its membership a majority of the Individual Employers in the highway, general building and heavy construction industry, and said Individual Employers are performing the greater percentage of work therein. By reason of such facts the Union hereby recognizes that the Collective Bargaining Representative of the Employer, as herein-above referred to, is the collective bargaining representative for all Individual Employers who authorize the Employer to represent them with respect to Collective Bargaining with the Northern California District Council of Laborers. A list of said Individual Employers shall be furnished to the Union at the commencement of negotiations and the Employer shall furnish the Union with a complete monthly report of any additions and deletions to the list of Individual Employers represented by the Employer.

In the event the Union (District Council) enters into any other agreement with other employers or employer associations concerning the type of work covered hereby in the area which shall have terms more favorable to such employers or employer associations and the members thereof than this Agreement, then such more favorable provisions shall become a part of and apply to this Agreement only in the geographical area where such other agreement is in effect.

The Union has requested recognition as the Section 9(a) representative of the employees performing Laborers' work covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Employer and each Individual Employer expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its local affiliates represents a majority of the employees employed to perform Laborers' work and agrees that the Union and/or each of its

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 7

constituent Locals is the collective bargaining representative of such employees. The Employer on behalf of itself and each of its members and each Individual Employer specifically agrees that it and they are establishing or have established a collective bargaining relationship by this agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947, as amended. The Union is recognized as the sole and exclusive bargaining agent for itself, the Northern California District Council of Laborers and all of its affiliated Local Unions.

Any dispute concerning this Section shall be resolved by a mutually agreed upon neutral Arbitrator, either during the term of this Agreement or anytime thereafter, whenever the issue is raised by either party. The Employer, on behalf of itself and each of its members and each Individual Employer, specifically agrees that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

B. Employers' Recognition of Union as Collective Bargaining Representative of Employees.

The Employer and the Individual Employers covered hereby recognize and acknowledge the Northern California District Council of Laborers of the Laborers' International Union of North America, as the collective bargaining representative for the employees in the area aforementioned covering the jurisdiction of the Union.

C. Access to Project

Union Representative shall have access to the project during working hours for the purpose of checking compliance with which the terms of this Agreement are being complied.

Section 3 Employment and Discharge

A. Union Security

(1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of an Individual Employer on work covered by this Agreement on the effective date of this subsection 3A shall, as a condition of employment or continued employment, remain a member in good standing of the Union in the appropriate Local Union of the Union. Every person covered by this Agreement and employed to perform work covered by this Agreement shall receive pay according to this Agreement by the Individual Employer and shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on or after



the expiration of eight (8) days of employment on such work following the beginning of such employment on the effective date of this revised subsection 3A, whichever is later. Membership in any such Local Union shall be available to any such person on the same terms and conditions generally applicable to other members.

If Federal law is hereafter amended to permit a lesser requirement for Union membership or Union membership as a condition of employment than provided in this subsection, the Collective Bargaining Representative of the Employer and the Union will promptly enter into negotiations with regard to such subject.

(2) The Individual Employer shall be required to discharge any employee pursuant to this subsection 3A only when a written notice from the Union or Local Union, with an immediate copy of such notice to the Union, of such employee's non compliance with this subsection, stating all pertinent facts showing such non compliance, shall have been served upon such Individual Employer and a reasonable time (not to exceed forty-eight (48) hours) has been allowed for compliance therewith.

B. Employment

(1) The Union or Local Union shall maintain open and non-discriminatory hiring halls for the use of workers desiring employment on work covered by this Agreement and such workers shall be entitled to use such hiring halls. It is mutually agreed by the Employer and the Union to fully comply with all of the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Order #11246, the Americans with Disabilities Act of 1990, and the California Fair Employment Practices Section, to the end that no person shall, on the grounds of sex, race, color, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of Section 3 of this Agreement. (A list of Local Unions, their telephone numbers and daily dispatching hours is attached hereto as "Schedule A" for convenience only.)

The Union shall retain full power to change the location of any hiring hall listed herein, to change the daily dispatching hours listed herein or to cause the merger, amalgamation or consolidation of any two or more hiring halls listed herein. The Union shall give notice in writing to the Employer whenever any such change, merger, amalgamation or consolidation becomes effective. If the Employer desires a location of a hiring hall or daily dispatching hours other than as specified herein, notice of such desire shall be given to the Union in writing and the Collective Bargaining Representative shall promptly enter into negotiations with regard to such subject.

(2) Each person desiring employment shall register through such hiring hall by appearing personally and by indicating his/her name, address, telephone number, Social Security Account Number, qualifications and employment desired, or by

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 9

telephone in those Local Unions permitting telephone registration. Each such person shall be listed numerically in the order in which he/she registers.

(3) No person shall be entitled to have his/her name placed on any employment list which is applicable to a particular type or classification of work unless he/she has been employed in such type or classification of work for six months consecutively or accumulatively within a period of three (3) years immediately preceding the date of his/her registration.

(4) The Individual Employer shall contact the appropriate hiring hall of the Local Union having work and area jurisdiction for all Laborers as he/she or it may from time to time need, and the Local Union shall furnish to the Individual Employer the required number of qualified and competent Laborers of the classifications needed by the Individual Employer in accordance with the provisions of this subsection 3B, if such Laborers are available.

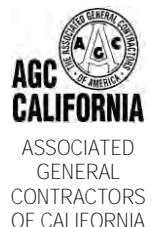
(5) When requesting Laborers, the Individual Employer shall submit job orders indicating the number of persons desired, qualifications of each person desired, the location of the job, the reporting date and time and the representative of the Individual Employer to be contacted on the job site.

(6) The appropriate hiring hall of the Local Union of the Union having work and area jurisdiction will furnish in accordance with the request of the Individual Employer such qualified and competent Laborers of the classifications needed from among those entered on said lists to the Individual Employer by use of a written referral in the following order of preference:

Persons shall be referred in the order in which they are registered if their registration indicates that they are qualified for and desirous of taking such referral, unless they are not available for referral, subject to the following conditions: First,

(a) Notwithstanding any other provision of this Agreement, the Individual Employer may request a person by name, out of order, and such person must be dispatched if such person is registered on the out of work list and if such person was employed previously by such Individual Employer or member of a joint venture within three (3) years prior to such request within the territorial jurisdiction of the appropriate Local Union of the Union.

(b) In addition to requests permitted by the provision of subsection 6(a), the Individual Employer may request any person registered on the out of work list out of order for any reasons; provided, however, that at no time shall any job contain more than fifty percent (50%) of persons requested under subsection 6(b). It will not be a violation of this Agreement for an owner (1 person) to perform Laborers' work when



needed, provided that said owner is performing work with at least one (1) additional Laborer on the job site.

(c) Any Local Union, may at its option, permit a percentage of individual requests greater than fifty percent (50%) on any job. Such permission shall not be deemed a violation of this Agreement.

(d) Notwithstanding the above, the mobility of all employees who have been employees of the Individual Employer for a period of three hundred sixty (360) hours out of the immediate preceding six (6) months, shall not be restricted for any reason subject to Section 3A, Union Security. In order for the Individual Employer to exercise the mobility provisions set forth in this paragraph, the Individual Employer shall:

(1) Provide the appropriate Local Union with a current list of names and Social Security Numbers of those employees who are eligible for mobility, prior to any employee being moved; and

(2) The Individual Employer shall notify the appropriate Local Union of a job or project of more than five (5) days' duration.

(3) In cases where an Individual Employer is found to have dispatched certain employees not eligible for mobility to a job site as defined herein, then the Local Union having jurisdiction in the project area shall notify the employer of such violation or error. The Individual Employer, upon notification by the Union, shall within one (1) working day, correct said violation or error to the satisfaction of the Union. Additional laborers shall be obtained in accordance with the hiring hall procedures from the Local Union in the area where work is performed. All laborers shall have in their possession proof of proper dispatch and Union status which shall be produced upon request of Local Union representative in the area where the job is located. Any violation not resolved to the mutual satisfaction of the parties shall be subject to Section 9 of this Agreement.

(4) No employee of the Individual Employer shall suffer loss of mobility for a break in service of two (2) months or less with the employer if the break in service is due to illness, extended vacation or winter shutdown.

(e) No person shall be dispatched pursuant to the provisions of subsection 6(a), 6(b) or 6(c) of this Section unless the Individual Employer's request is in writing, dated, is signed by an appropriate management representative, specifies whether the person is a rehire and names the job for which rehire is requested.

Second, persons who, within five (5) years immediately preceding the job order, performed work covered under this Agreement in the geographical area covered by this Agreement in the order in which they registered.

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 11

Third, persons who are registered in the order in which they registered by qualification.

(7) Available for employment shall mean: All persons eligible for referral shall be present at the hiring hall or present at their residence or mobile phone (during dispatching hours, unless excused for the following reasons) in those Local Unions permitting telephone dispatch:

(a) When a death or imminent death occurs in the immediate family or other close family member, from the date of death and not exceeding one week after the date of burial, however, they shall produce bona fide proof of such death or imminent death from hospital or family doctor.

(b) Persons on jury duty, providing they produce bona fide proof that they are serving on a jury.

(c) Persons temporarily serving in the U.S. Military, providing they show bona fide proof of such service.

(d) Attendance at Workers' Compensation Hearing or any administrative or court appearance upon a showing of *bona fide* proof of a required appearance.

(e) Hospitalization or medical treatment of the member or an immediate family member, requiring the attendance or involving the family responsibilities of the member (for up to one [1] week) upon appropriate proof.

(f) Confinement of a spouse because of pregnancy and the anticipated imminent delivery of a child (for up to one week) upon appropriate proof.

(g) Training sponsored by the District Council upon appropriate proof.

(8) When ordering workers, the Individual Employer will give notice to the appropriate hiring hall of the Local Union, if possible, not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17½) hours, if possible, before the required reporting time. In the event that forty-eight (48) consecutive hours after such notice (Saturday, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, the Individual Employer may procure workers from any other source or sources. If workers are so employed, the Individual Employer shall promptly report to the appropriate hiring hall of the Local Union, in writing or by phone with written confirmation within forty-eight (48) hours, the name, address and Social Security Account Number of the employee procured from such other source or sources and the date of employment and the location of the job on which he/she is employed. Workers who report on the first day

are to be paid from the time they report to the Individual Employer's designated location.

(9) Dispatching hours shall be as specified in subsection (1) of this subsection 3B or as specified in the notice or notices submitted pursuant to subsection (1) of this subsection 3B. In emergency cases, individuals may be dispatched other than at such dispatching hours.

(10) Each person, upon being referred, shall receive a written referral to be transmitted to the Individual Employer representative at the job site indicating the name, address, Social Security Account Number, type of job, date of proposed employment and date of referral.

(11) To insure the maintenance of a current registration list, all persons who do not re-register or answer roll call, as the case may be, on each regularly scheduled roll call day (which shall not be more often than once a week), shall be removed from the registration list unless excused in accordance with subsection 3B(7). Any person may re-register by phone and must be personally present at the phone during dispatch hours. If a referral is made by phone, a written dispatch slip must be sent to the Individual Employer and worker. Any person who is permitted to register by telephone under this subsection 3B must appear personally at the appropriate hiring hall on roll call day. If such persons re-register or answer roll call pursuant to the provisions of this Section, they shall maintain their previous position on such list, subject to the provisions of subsection (12) of subsection 3B following, such person shall not be entitled to the position he/she held prior to his/her elimination in the event he/she re registers or answers roll call, as the case may be. Persons will be excused from answering roll call only for the reason enumerated in subsection 3B(7).

(12) Persons shall be eliminated from the registration list for the following reasons:

(a) Dispatched to a job except that any person who is rejected by the Individual Employer or who fails to complete four (4) full days (thirty-two [32] hours, accumulated from Individual Employers) of work and/or pay shall retain his/her position on said list; provided, no person who is rejected by the Individual Employer shall be re-referred to such Individual Employer with respect to the same request pursuant to which he/she was initially referred.

(b) Failing to accept suitable employment one time during the current week at the time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable as to him/her.

(c) Unavailable for employment.

(d) Any person dispatched to a job who fails to report for work.

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 13

(13) Notwithstanding the provisions of this Section 3B, upon the same notice as required in Section 3B(6)(e) being given to the appropriate Local Union of the Union, an Individual Employer shall have complete freedom to employ the first key Laborer.

(14) Subject to the provisions of this Agreement, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual Employer retains the right to reject any job applicant referred by the Union for just cause including but not limited to persons unable to produce legal residence documentation as required under the Immigration Reform and Control Act of 1986. In the event an Individual Employer receives two (2) referrals from the Local Union not meeting the skill requirements of the hiring request, the Individual Employer shall be free to secure such skilled person from any available source subject to Section 3A of this Agreement.

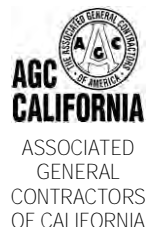
(15) The Local Unions and the Union shall post in places where notices to applicants for employment with the Individual Employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in this Section, and each Individual Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements set forth in this Section.

(16) Selection of applicants for referral to jobs pursuant to this Agreement shall be on a non discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of Subsection A of this Section 3.

(17) Any hiring hall registrant who misuses the hiring hall and the relationship with signatory Individual Employers by failing to appear for work for which he/she has been dispatched; or failing to appear at the jobsite ready and prepared to work; or accepting employment for which the laborer is not qualified may, at the Local Union's discretion, be suspended from utilizing the hiring hall out-of-work list for subsequent offenses; and may be denied referrals for which the applicant is not qualified until he/she demonstrates that he/she possesses the qualifications to the Laborers' Training Center.

Any appeal of these penalties must be submitted to the Hiring Hall Arbitrator under Section 3B(18), whose decision shall be final and binding.

(18) Any person aggrieved by the operation of the hiring hall shall submit his/her grievance to the permanent hiring hall neutral arbitrator provided that such submission is made in writing stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance.



The Arbitrator shall have full power to adjust the grievance, and his/her decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the office of the Union and each Local Union.

The permanent hiring hall neutral arbitrator shall be Robert M. Hirsch and notices required by this Section shall be mailed or delivered to P.O. Box 170428, San Francisco, CA 94117. The date of this postmark and/or date of delivery of the grievance, whichever is later, shall toll the running of the ten (10) day period. The costs of arbitration shall be borne equally by the Employer and the Local Union regardless of who the Local Union or Individual Employer is.

(19) The Union recognizes the need of the Individual Employer to have access to Union dispatched Laborers on an expedited basis and the Individual Employer recognizes the Union's obligation to operate a fair and efficient hiring hall. Notwithstanding the other provisions of this article, if the Individual Employer contacts the Local Union after posted dispatch hours and requests workers to be dispatched to a job site within twenty-four (24) hours of the Individual Employer's call to the Local Union (and the Individual Employer does not request the Laborer by name pursuant to subsection 6(a) or subsection 6(b) above), then the Local Union shall dispatch the person nearest the top of the out-of-work list who is present at the Local Union hiring hall, and if no Laborer is present, the person nearest to the top of the out-of-work list who can be contacted by telephone. If the Local Union is unable to contact a registrant by telephone after one (1) telephone call, the Local Union shall call the next qualified person on the list. A person who is not present at the Local Union hiring hall or reachable by telephone for an expedited dispatch under this section shall not be eliminated from the out-of-work list.

C. Discharge

No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union. The Local Union shall be the sole judge of the qualifications of its members.

The Individual Employer shall be the sole judge of the qualifications of all of their employees, and may on such grounds, discharge any of them. After forty (40) hours of employment, no employee shall be discharged without just cause. In the event of discharge without just cause, the employee shall, if he/she so desires, be reinstated with payment for time lost. In the event of a dispute, the existence of "just cause" shall be determined under the grievance procedure provided for in Section 9 hereof. In the event of reinstatement, the amount of back pay awarded under Section 9 hereof may not exceed 90 days unless the grievant was employed by the Individual Employer who discharged him/her for more than 1500 hours in the two (2) years preceding the date of discharge.

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 15

During the first forty (40) hours of employment, the Individual Employer may reject or discharge any employee for any reason.

D. The Individual Employer may notify the Local Union hiring hall of all employees who have quit, or been terminated or recalled during the week. Such notification may be on a written form which will include the following information:

NAME OF EMPLOYER COMPANY
NAME OF EMPLOYEE
DATE OF TERMINATION
DATE OF RECALL
REASON FOR TERMINATION

E. No employee may be transferred from an Individual Employer's payroll to another Individual Employer's payroll except in accordance with subsection 3B, except any transfer to and/or from a joint venture of which the Individual Employer is a partner.

Section 4 Show-Up Time

A. The Individual Employer is not obligated to pay show-up time to any applicant/employee who fails to comply with the company code of safe practices.

B. When any employee reports for work and there is no work provided by the Individual Employer, he/she shall be paid two (2) hours show-up time at the applicable rate plus zone pay where applicable, provided, however, no show-up time will be payable to any person who reports for work without the necessary and legally required documentation to establish work right status under applicable Immigration and Naturalization Laws. If work is suspended on account of weather conditions, the employee shall be entitled to show-up time only if he/she remains on the job site for two (2) hours pending abatement of such weather unless sent home earlier by the Individual Employer. If work is to be suspended for any reason, the employee shall be notified at least two (2) hours before being required to report for work. The employee shall keep the Individual Employer informed at all times of his/her correct address, and if he/she has a telephone, his/her telephone number. If an employee does not keep the Individual Employer so informed, the Individual Employer shall be relieved of the duty of giving such notice and further he/she shall not have to pay such employee show-up time. Radio and/or TV notice is acceptable on remote projects as means of notification providing the Union is notified in writing at the commencement of the job.

Section 5 Higher Wages

No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the execution of this Agreement.

Section 6 Lunch Time, Rest Periods, & Heat Illness Preventative Recovery Period

A. There shall be a regularly established meal period. The meal period shall be one-half ($\frac{1}{2}$) hour and shall be scheduled to begin not more than one-half ($\frac{1}{2}$) hour before and completed not later than one (1) hour after the midpoint of the regularly scheduled hours of work of each Employee's shift.

If the Individual Employer requires the Employee to perform any work through his/her scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time.

Any employee required to work more than two (2) hours overtime at the end of a shift shall be permitted a one-half ($\frac{1}{2}$) hour meal period for which he/she shall receive regular overtime pay. No work shall be performed by him/her during such meal period. (Meal periods may be staggered from the 10th to the 11th hour.) However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second (2nd) meal period so long as the first meal period was taken and the Employee works not more than a total of twelve (12) hours.

B. Employees shall be authorized and shall be permitted to take a total of ten (10) minutes during each four (4) hour segment of their assigned work shift for a rest period.

There shall be no formal organized rest periods during working hours and as far as practicable the break will be taken as near to the middle of each four (4) hour work segment as possible. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Individual Employers shall be able to coordinate the timing of each ten (10) minute rest break with their Employees to assure the continuity of work. Employees shall be required to remain in their respective work area, or to take their rest period in a specific area designated by the Individual Employer. The second rest period may be added to the end of the meal period or workday when working conditions so dictate as determined by the Individual Employer. Employees who work more than ten (10) hours shall be authorized and permitted three ten (10) minute rest periods.

It is understood that the Employee will take his/her appropriate rest period unless the Individual Employer specifically directs the Employee not to take this rest break due

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 17

to operational requirements. Employees are required to notify their supervisor whenever they are unable to take their rest periods.

If an Individual Employer fails to authorize and permit an Employee with a rest period as provided herein, the Employee shall be paid a penalty payment equal to one (1) hour at his/her applicable hourly wage rate excluding fringe benefits for all missed rest periods that day.

C. A heat illness preventative recovery period of no less than five (5) minutes shall be made available in order to prevent heat illness.

Employees believing a preventative recovery period is needed to avoid heat illness or suffering from heat illness shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling or provided for a period of no less than five minutes. Such access to shade shall be permitted at all times. Cooling measures other than shade (e.g., use of misting machines) may be provided in lieu of shade if the Individual Employer can demonstrate that these measures are at least as effective as shade in allowing employees to cool.

Employees should not discount any discomfort or symptoms they are experiencing. They should immediately report any problems they are experiencing to a supervisor and coworker. Employees must notify their supervisors immediately if they believe they require access to shade, or alternative cooling measures and/or a preventative recovery period.

If an Individual Employer fails to provide an Employee a preventative recovery period in accordance with this Section, the Individual Employer shall pay the Employee one additional hour of pay at the Employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided. No employee shall be discriminated against for exercising his/her rights pursuant to this Section.

D. All disputes concerning meals, rest periods and/or heat illness preventative recovery periods are subject to the Grievance Procedures in Section 9 of the Agreement and must be brought to the attention of the Employer, in writing, by the Union or Employee within ten (10) working days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

Section 7 Records

A. Each Individual Employer shall provide a proper means for registering the reporting, quitting time, and as supplied by the employee, the address and telephone number of all employees covered by this Agreement. In the event of a dispute, such



records shall be accessible to the business representative of the Union or Local Union during working hours.

B. Each Individual Employer, upon request of any Trust Fund specified in this Agreement, shall permit a Trust Fund Auditor to review any and all records relevant to the enforcement of the provisions of this Agreement pertaining to the Trust Funds. Such review shall be permitted not less than ten (10) working days after demand.

Section 8 No Cessation of Work

It is mutually agreed and understood that during the period when this Agreement is in force and effect, the Union or any Local Union will not authorize any strike, slow down, or stoppage of work in any dispute, complaint, or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints, or grievances as arise out of the failure or refusal of any Individual Employer to comply with the provisions of the hiring clause, Section 3A or B hereof, or as permitted under Section 28B and C hereof or whenever an Individual Employer pays Laborers improperly with checks which do not clear for collection. As to any Individual Employer who shall fail or refuse to comply with the provisions of the sections specified herein, so long as such failure or refusal continues it shall not be a violation of this Agreement if the Union or any Local Union withdraws its members who are subject hereto from the performance of any work for such Individual Employer, and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn by reason of any dispute, complaint, or grievance arising out of the violation of any similar hiring clause in any agreement between Employer and any other Union, then the Union or any Local Union may respect such withdrawal and for the period thereof may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement.

Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he/she has been so withdrawn or refused to perform any work.

Section 9 Grievance Procedure

Any dispute concerning the interpretation or application of this Agreement, other than a jurisdictional dispute or a dispute arising out of Section 3A or 3B, or a dispute arising out of subsection 13C(4), or a dispute of Section 28 (Health & Welfare Plan, Pension/Annuity Plan, Vacation-Holiday-Dues Supplement Plan, Training-

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 19

Retraining/Apprenticeship Plan) which said Sections and the Subsections thereof are specifically exempted by the provisions of this Section, the following procedure will apply:

1. In the event that a dispute arises on a job, it shall be first reported to the Individual Employer and/or the Business Agent of the appropriate Local Union who shall then attempt to adjust said grievance or dispute at the job site level.
2. The grieving parties shall specify the date(s) of the alleged violation(s) and the provision(s) of the Agreement applicable to the dispute.
3. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union or otherwise authorized Union Representative and the Individual Employer or his/her representative within three (3) days after submission to the Individual Employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.
4. The Board of Adjustment shall be composed of two (2) members named by the Union, two (2) members named by the Association and an Impartial Arbitrator. At any point in the proceedings, should the panel be unable to reach a majority vote, the Arbitrator shall participate and his/her decision shall be final and binding.
5. In addition to any rules or procedures which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:
 - (a) No attorney shall be utilized unless either party notifies the other of its intent to do so with a minimum of fourteen (14) calendar days in advance of the hearing.
 - (b) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator.
 - (c) In the case of a deadlock, the Arbitrator shall render his/her decision upon the conclusion of the case at the Board of Adjustment hearing unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator, in which case the Arbitrator shall render a decision not later than thirty (30) days after submission. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.
 - (d) The parties shall select and utilize one (1) permanent impartial arbitrator who is willing to abide by the procedures set forth herein. The impartial arbitrator may be changed or replaced at the request of either party.
6. The Board of Adjustment shall meet not less than once each calendar month with the exception of the discharge cases which must be heard at the earliest possible



date not to exceed fifteen (15) working days. Failure of either party to meet or participate in the procedure shall relieve the charging party of further compliance with the grievance procedure.

7. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement, and shall be final and binding upon all parties hereto. The Board of Adjustment or an Impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add to or detract from, amend, modify or alter in any way the provisions of this Agreement or its intent.

8. In the event an Individual Employer fails to comply with any such decisions, the Union may withdraw employees or strike the Individual Employer and such action shall not be a violation of this Agreement so long as such noncompliance continues.

9. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne by the Contract Administration Fund.

10. No proceedings hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless the grievance procedure steps outlined above have been followed. The Board of Adjustment may, by majority vote, for good cause, accept a late submission.

11. The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this Section as set forth in the rules and procedures which may be amended from time to time by the parties.

12. A decision of the Board of Adjustment by majority vote, or the decision of a permanent arbitrator shall be enforceable by a petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco, State of California.

13. All hearings of the Board of Adjustment shall be in the County of Contra Costa and/or County of Alameda, unless mutually agreed to move to another location.

14. No proceedings hereunder based on any dispute, complaint, or grievance herein provided for shall be recognized unless adequate notice was given to the Employer and/or Union or Local Union within ten (10) days after the alleged violation was committed.

15. In the case of discharge, the Board shall meet within fifteen (15) working days. The Board of Adjustment or Arbitrator shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 21

or partial back pay as he or it deems appropriate provided there shall be no discrimination on the part of the Individual Employer against any employee for activities in behalf of, or representation of the Union not interfering with the proper performance of his/her duties.

16. If failure of a Board of Adjustment to meet on a discharge case within fifteen (15) working days is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above fifteen (15) working days. If the Employer or Individual Employer is unavailable to meet the wage payment and Trust Fund contribution, liability shall be continuing.

17. The Board of Adjustment shall settle any dispute or grievance involving a subcontractor as defined in Section 11 who has agreed under contract with the Employer, or any Individual Employer, or a subcontractor of the Employer, or any Individual Employer to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials.

When liabilities are assessed against a subcontractor for hiring violations as a result of a Board of Adjustment held under the provisions of Paragraph 17 and said subcontractor fails to satisfy said obligations, the Union shall promptly give written notice to the Individual Employer and subcontractor and the Individual Employer shall pay such obligations from the retention of such subcontractor.

18. The procedures specified herein shall be applicable to any Individual Employer whether or not he or she is a member of Employer or any other associations.

19. In those instances where the Individual Employer is not a member of the Employer, the Joint Adjustment Board shall establish procedures whereby the Employer members of the Joint Adjustment Board may consist of one Individual Employer who is not a member of the Employer.

20. In addition to disputes concerning the interpretation or application of this Agreement, all claims and claims for associated penalties arising under the federal Fair Labor Standards Act, the California Labor Code, and Wage Order 16, will be resolved through the procedures set forth in this Section 9; such claims may not be brought in a court of law or before any administrative agency such as the California Labor Commissioner.

Section 9A Contract Administration

A trust fund entitled "The Contract Administration Trust Fund" shall be used to provide compensation to the Employer for negotiations and administration of the provisions of this Agreement, including Section 9, for the Industry. Effective September 1, 2006,



each signatory employer shall contribute the sum of eight cents (\$.08) per hour worked or paid for to the Contract Administration Trust Fund. At the discretion of the Trustees of said Trust, contributions to the Contract Administration Trust Fund may be increased up to an additional four (\$.04) cents per hour during the term of this Agreement. Such increase or increases are to be effective on such dates as determined by the Trustees. The contributions into the Contract Administration Trust Fund shall not exceed ten cents (\$.10) per hour for each hour paid for or worked. The Trust Fund shall be administered solely by Trustees selected by the Employer in accordance with a trust agreement to be executed by the Employer. The contributions as described above shall commence with the work month following notice by the Laborers' Northern California Trust Fund Corporation to the Individual Employers. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

Section 9B Industry Stabilization Fund

Effective July 1, 2013, the Individual Employer shall contribute fourteen cents (\$.14) per hour for each hour paid for or worked by workers in work covered by this Agreement to the Industry Stabilization Fund. Of the fourteen cents (\$.14) per hour, five cents (\$.05) per hour is earmarked for California Alliance for Jobs, seven cents (\$.07) per hour is earmarked for Foundation for Fair Contracting (FFC), and two cents (\$.02) per hour is earmarked for the Construction Industry Force Account Council (CIFAC).

The purpose of such funds shall be to enhance the monitoring of public works projects relative to Employer compliance with State, Federal or other public agency public works wage and hour laws. Such contributions shall continue until written notice by the parties signatory hereto. Such trust fund shall be administered jointly by the signatory parties.

Section 10 Payment of Wages

A. Each employee shall be paid wages in full each week before or at quitting time on the Individual Employer's regular pay day unless specific arrangements to the contrary are made in writing between the Individual Employer and appropriate Local Union of the Union. Employees who quit or are laid off or discharged shall be paid in accordance with the laws of the State of California.

Any dispute regarding waiting time penalties shall be subject to the Grievance Procedures in this Agreement with not more than eight (8) hours pay at the straight time rate charged for any calendar day with a maximum of ten (10) days provided, however, that where the non-payment or delayed payment is willful, repeated, or intentional, the Board of Adjustment may award up to thirty (30) days' waiting penalties.

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 23

B. Each employee shall be given a statement with the Individual Employer's name and address, itemizing the employee's gross amount earned, hours worked, Social Security tax, withholding tax and all other deductions, also a statement of hours applicable to Health and Welfare, Pension/Annuity, Vacation Holiday Dues Supplement and Training-Retraining/Apprenticeship Plans.

C. Individual Employers may pay employees utilizing the electronic direct deposit of wages or a debit pay card as provided under California law. Payment by direct deposit or a debit pay card shall be at the employee's option and not as a condition of employment. Employees shall not incur any transaction fees or lost or stolen card fees for the utilization of a debit pay card.

Final compensation shall be paid by check.

Section 11 Subcontractors

The terms and conditions of this Agreement insofar as it affects Employer and the Individual Employer shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual Employer on any work covered by this Agreement to be performed at the job site or job yard, and said subcontractor with respect to such work shall be considered the same as an Individual Employer covered hereby. Subject to the provisions of this Section and any other Section of this Agreement applicable to subcontractors, if an Individual Employer shall subcontract work herein defined, such subcontract shall state that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement. A subcontractor is defined as any person, firm or corporation who agrees under contract with the Employer, or any Individual Employer, or a subcontractor of the Employer, or any Individual Employer to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials. The Individual Employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Individual Employer elect to subcontract, the Individual Employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the Individual Employer to bargain collectively pursuant to Section 8(a)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement, but for no other purpose, statute or law.

An Individual Employer who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments required



by Section 28 (Health and Welfare, Pension/Annuity, Vacation Holiday Dues Supplement and Training-Retraining/Apprenticeship Funds), except as follows:

The Individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract, and shall specify the name and address of the subcontractor. Written notice at a pre-job conference shall be deemed written notice under this provision for those subcontractors listed at the pre-job only. Notification to the Union of any subcontractor not listed in writing at the pre-job must still be given in accordance with this paragraph.

If thereafter such subcontractor shall become delinquent in the payment of any wages or benefits as above specified, the Union shall promptly give written notice thereof to the Individual Employer and to the subcontractor specifying the nature and amount of such delinquency.

If such notice is given, the Individual Employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within seventy-five (75) days prior to the receipt of said notice from the Union, and said Individual Employer may withhold the amount claimed to be delinquent out of the sums due and owing by the Individual Employer to such contractor.

In the event the Individual Employer fails to give written notice of a subcontract as required herein such Individual Employer shall be liable for all delinquencies of the subcontractor on that job or project without limitation.

The Individual Employer shall not be liable for any such delinquency if the Local Union where the delinquency occurs refers any employee to such subcontractor after giving such notice and during the continuance of such delinquency. The provisions of this Section 11 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action.

Section 12 Conflicting Contracts

Any oral or written agreement between Employer or any Individual Employer and an individual employee, which conflicts or is inconsistent with this Agreement, or any supplemental agreements hereto, disestablishes or tends to disestablish relationship of Employer and employee, or establishes a relationship other than that of Employer and employee, shall forthwith terminate. No oral or written agreement which conflicts or is inconsistent with this Agreement, or any supplemental agreements thereto, shall hereafter be entered into by and between Employer, or an Individual Employer, and any individual employee performing work covered by this Agreement. Any practice of the Employer or Individual Employer contrary to this Agreement shall forthwith

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 25

terminate. Any such future practice shall not be binding on the Union or effect the interpretation of this Agreement unless specifically authorized by the Union in writing.

Section 13A Elimination of Restrictions on Production

No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery tools or other labor saving devices.

The Union and Employer recognize that drug and alcohol abuse by employees shall not be tolerated for safety reasons.

The Union agrees to cooperate with the Employer and the Individual Employer in establishing drug and alcohol abuse policies to the extent legally possible.

Management Rights Regarding Substance Abuse:

Notwithstanding any other provisions of this Agreement, the Individual Employer expressly reserves the right, in its discretion, to undertake the following measures:

- (1) In the sole discretion of the Individual Employer, requiring covered employees to submit to physical examination by competent medical personnel to determine whether there is a probability that the employee is suffering from any physical impairment which might cause the employee to be a safety hazard to themselves or others, or which might cause the employee to be unable to perform assigned tasks within the coverage of this Agreement in a prompt and competent manner. Such tests may include, in the discretion of the Individual Employer, such tests of the employee's bodily fluids as the Individual Employer may reasonably believe will elicit evidence of the employee's use of substances which are reasonably likely to alter or impair the employee's ability to perform his/her duties in a prompt, competent and safe manner.
- (2) Implementation of rules regarding the discipline and/or discharge of any employees that the Individual Employer determines, as a result of the tests described in subparagraph (1), are reasonably likely to become voluntarily impaired or disabled from the safe performance of their work tasks as a result of the ingestion of alcohol or performance-impairing drugs.
- (3) An Individual Employer may initiate unannounced random testing; a selection process where affected employees are selected for testing and each employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all employees shall be subjected to such testing. The Individual Employer may establish two random testing pools, one for DOT regulated employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to employees that employees will be subject to

random testing. The Individual Employer shall give thirty (30) days notice to the Union and employees prior to implementing a random drug testing program.

(4) Implementation of a voluntary employee assistance program, to provide counseling, therapy and monitoring of those employees who request employer assistance in controlling and overcoming problems related to the use of drugs and alcohol.

Disputes arising from the implementation of the provisions of this paragraph shall be subject to the grievance procedures set forth in Section 9 of this Agreement.

(5) A member who refuses to submit to a drug/alcohol test when dispatched or a member who has a positive/failed "pre-employment" test shall not be paid show-up time, provided that the member does not perform any work for the Individual Employer.

Section 13B Protective Clothing

The Individual Employer shall furnish the necessary goggles, hard hats or other protective clothing. Laborers working in rain, snow or sleet shall be furnished with waterproof clothing. Laborers working in gunite or handling concrete and/or cement shall be furnished rubber boots and gloves. Laborers working in mud or water shall be furnished boots. Such equipment shall be furnished by the Individual Employer free of charge and returned by the employee in the same condition as received subject to reasonable wear and tear. Such equipment shall be sanitized before reissue.

Section 13C Safety

(1) The Union shall cooperate with the Individual Employer and with each employee in carrying out all pertinent rules and regulations dealing with health, safety and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such manner as to promote safe and efficient operations of each particular duty and of any job as a whole.

(2) All State and/or Federal and/or Local Safety Laws, Standards, Rules and Regulations shall be applicable to all work covered by this Agreement. The Individual Employer is solely responsible for implementing and maintaining such Laws, Standards, Rules and Regulations. Neither the Union nor any Local Union is responsible for implementing or maintaining such Laws, Standards, Rules or Regulations.

(3) Adequate first aid equipment shall be maintained and provisions shall be made for the safety of employees covered by this Agreement on each job by each Individual

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 27

Employer. Each Individual Employer shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require doctor's care or hospitalization or both. Each Individual Employer must post the name and address of its doctor and of the Worker's Compensation Insurance carrier on the job site.

(4) No employee shall be discharged for refusing to work under conditions injurious to his/her health or safety as determined under any rule or regulation of the United States or State of California or any political subdivision. Such determination shall be made by a responsible agent of the State of California or OSHA or any of its political subdivisions, or by a safety inspector from the applicable insurance carrier.

(5) When drilling holes in rock or other dust producing material with air or power controlled drilling equipment (excluding jack hammer), dust shall be controlled by water, chemical or other suitable means within the maximum acceptable concentration as set forth in the California or OSHA Construction Safety Orders.

(6) Should the Individual Employer desire a change in variance in the California or OSHA Construction or any applicable Safety Orders, they will notify the Union in writing not less than thirty (30) days prior to making a request for such change.

(7) Manhaul trucks regularly used for personnel transport but not designed for this purpose shall be provided with safe seating and side and end protection to prevent falls. Some convenient means of mounting and dismounting the truck shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the driver shall be installed.

(8) Employees who as a direct result of an on the job industrial injury are unable to complete a full day of work shall nevertheless be paid for the full day on which such injury occurred; provided, however, that said injury requires the attention of a licensed physician.

(9) The Local Union with area jurisdiction shall be notified within twenty-four (24) hours of any industrial injury which results in death or requires hospitalization.

Section 14A Additional Work or Classifications

This Agreement shall not prevent the Employer from negotiating or making agreements with the Union for any work or classification not covered by this Agreement.

Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different material, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto, will be given preference



for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new or different method or technology and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material or new different method or technology.

It is not the intent of the parties to provide work where no job exists.

Section 14B Jurisdictional Disputes

There shall be no cessation or interference in any way with any work of the Employer or any Individual Employer by reason of jurisdictional disputes between the Union and any other Union with respect to jurisdiction over any of the work covered by this Agreement. Such disputes shall be settled by the Unions, themselves, or submitted to the International Presidents of the Union involved in the dispute for determination. Until such determination is made and confirmed by the disputing Unions, the work shall proceed as originally assigned by the Individual Employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement.

Section 15 Pre-Job Conference

There shall be a pre-job conference prior to the start of a job or project, at the option of either party, where the agreed or estimated price to be paid the Individual Employer and any of his/her or its subcontractors is one million dollars (\$1,000,000) or more where construction conditions or remoteness of the project warrant it. The Individual Employer shall notify, in writing, the appropriate Local Union of the Union of an award of work within ten (10) days thereof so that a pre-job conference can be arranged.

Section 16A Employer's Membership

This Agreement is made for, and on behalf of, and shall be binding upon all persons, firms or corporations that at the time of the execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Section 2A.

Once an Individual Employer is bound by the Agreement, they shall remain bound by the Agreement for the term thereof and shall remain bound by any modifications, extensions or renewals thereto unless that Individual Employer gives appropriate written notice to the Northern California District Council of Laborers prior to the termination of the Agreement.

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 29

Section 16B Agreement Binding Upon Parties

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

Section 17 Contracting Piece Work

No work shall be let or paid for by piece work, contract or lump sum direct with laborers for labor services.

Section 18 Wages

Wages for General Laborers and for special classifications are set forth in the Supplements attached hereto and made a part hereof as if set forth in full herein and shall be effective on July 1, 2018, and on succeeding anniversary dates as herein provided on all work, both old and new.

A. Zone Pay for employees performing work under the terms of this Agreement is set forth in Supplement No. 6 attached hereto and made a part hereof as if set forth in full herein.

B. On a job where a Craft with whom the Individual Employer has negotiated a short work week terminates early on Friday, the Individual Employer will keep the laborer employed the balance of the work day when the Individual Employer determines that work is available.

C. On public work projects where wage determinations exist, such pre determined wage and fringe rates referenced in the bid specifications shall remain in effect for the duration of said project, provided, however, that each segment let by the Owner shall be deemed the project; provided, further that this provision shall not apply to projects where the formal advertised sealed bid procedure is not used. Whenever non-signatory and/or non-union contractors appear on a public works plan holders list and where the prevailing wage determination is less than that which is provided for in the current Master Labor Agreement, the employer signatory to the 2018-2023 Laborers' Master Agreement may bid the project pursuant to the prevailing wage determination attached to and part of the bid specifications for that project. Payments to the Health and Welfare Trust Fund shall be maintained at the Laborers' Master Agreement rates. In no event shall wages be frozen for more than thirty-six (36) months on any one project. Employers should notify the appropriate Local Union whenever utilizing this provision.

Section 19 Wages Applicable to Classifications

Wage rates shall be recognized as applying to classifications rather than to persons and any worker performing work shall be paid at the rate which the classification of their work calls for, except when it is necessary to temporarily transfer workers from one classification to another, in which event such workers shall be paid on the basis of the highest rate and the duration of payment at the highest rate shall be reckoned by the day and the half day.

When workers are requested for one classification and this work is no longer available at the rate and type of work they were requested for, then the workers have the right to accept or reject the employment offered. If the worker so desires, worker shall be given a written notice of reduction in force, stating that the classification that the worker was originally hired for is no longer available; or the worker may have the choice of a lesser rate of pay.

Section 20A Overtime Rates, Hours and Working Conditions

1. Work Day

Eight (8) consecutive hours (exclusive of meal period), shall constitute a day's work for straight time rates unless the job or project is on a four-ten (4 x 10) hour day work week in which case the workday shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates. (If all basic Crafts employed by the Individual Employer on the job site and/or contract, are employed on the basis of a four-ten (4 x 10) day hour work week, the Laborers' shall work on the same basis).

2. Work Week

On single shift work and on the first shift of a multiple shift operation, five (5) consecutive days of eight (8) consecutive hours (exclusive of meal period), Monday through Friday, shall constitute a week's work except as otherwise provided for in this Agreement. The regular starting time of such shift shall be between 6:00 a.m. and 9:00 a.m.

(a) Where in any locality, existing traffic conditions, job conditions or weather conditions render it desirable to start the day shift at an earlier hour, not earlier than 5:00 a.m., or a later starting time not later than 10:00 a.m., the Individual Employer is permitted to do so.

(b) Special Single Shift*:

When the Individual Employer produces evidence in writing to the appropriate Local Union or the Union of a bona fide job requirement which certifies that work can only

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 31

be done outside the normal shift hours, and notifies the appropriate Local Union or the Union at least three (3) days prior to the start of such special shift, the Individual Employer may initiate such special shift of eight (8) consecutive hours, exclusive of meal period, Monday through Friday. Such shift shall be in accordance with the provisions of subsection 5(a) of this Section. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that work conditions would be unsafe for employees, or counter-productive to the performance of work, the special single shift may commence on Sunday with double time (2x) to be paid from the start of the shift to 8:00 p.m. and the applicable straight-time rate paid from 8:00 p.m. until completion of the eight (8) hour special single shift.

Special single shifts may be used in conjunction with any other shifts. The special single shift premium shall only apply to that work that is mandated to be performed outside of the normal shift hours.

*NOTE: Special Single Shift rates: Area "A"/ Area "B" \$3.00/hr. over classification.

(c) Four-ten (4 x 10) Hour Work Week:

An Individual Employer may establish a work week of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. In the event two (2) shifts are employed, ten (10) consecutive hours' work, (on the 2nd shift) exclusive of meal period, shall constitute a shift's work for which ten (10) hours shall be paid at the Second Shift Premium rate. Provided, further, all shifts are worked the same four (4) consecutive days during a four-ten (4 x 10) hour day work week, except as may be changed by mutual agreement. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.

(d) In the event that work cannot be performed Monday through Friday or Monday through Thursday four-ten (4 x 10) hour day work week) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Individual Employer, employees (at their option) may make up such day on Friday or Saturday, whichever the case may be, and shall be paid at the applicable straight time rate.

(e) Notwithstanding the above, it shall not be a violation of this Agreement to start individual employees at no more than one (1) hour prior to the regularly established starting time.

3. Shift Work:

On shift work, the day shift, eight (8) hours work for eight (8) hours' pay. When two (2) shifts are employed for five (5) or more consecutive days, on the second shift eight (8) consecutive hours' (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the Second Shift Premium rate. When three (3) shifts are employed for five (5) or more consecutive days, seven and one-half (7 ½) consecutive hours (exclusive of meal period) shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid for the second shift. The third shift shall be seven (7) hours for eight (8) hours pay. On two (2) shift operations, the first shift shall have a regular starting time not earlier than 5:00 a.m., and not later than 8:00 a.m. On three (3) shift operations, the first shift shall start at 8:00 a.m. Shifts shall run consecutively with not more than one (1) hour between shifts.

Two Shift Operations. The second shift differential is (\$3.00/hr – Area A and Area B) incorporated in Supplement No. 1 of this Agreement.

Three Shift Operations. There shall be no additional hourly shift differential pay for the second or third shifts.

The Friday graveyard shift, though coming off work Saturday morning, is to be considered working Friday. Work performed after 8:00 a.m. Saturday morning shall be deemed Saturday work.

The Saturday graveyard shift, though coming off work Sunday morning, is to be considered working Saturday. Work performed after 8:00 a.m. Sunday morning shall be deemed Sunday work. The Sunday graveyard shift, though coming off work Monday morning, is to be considered working Sunday, with the exception that a graveyard shift employee who has worked seven (7) or more hours prior to the scheduled starting time of the Monday day shift and continues to work after such starting time shall continue to receive the double time (2x) wage rate.

4. Weekends and Holidays:

One and one-half (1 ½) times the regular straight time hourly rate shall be paid for all work on Saturdays (except make up day) and before a shift begins and after it ends. Double the regular straight time hourly rate shall be paid for all work on Sundays and holidays. On two shift operations, Laborers working a complete second shift of shift work on Saturdays, Sundays and holidays shall be paid eight (8) hours of pay at the appropriate overtime rate for eight (8) hours of work. For work on Saturdays, Sundays and holidays on a three (3) shift operation Laborers working a complete second shift shall be paid eight (8) hours of pay at the appropriate overtime rate for seven and one-

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 33

half (7 ½) hours of work. Laborers working a complete third shift shall be paid eight (8) hours of pay at the appropriate rate for seven (7) hours of work.

5. Minimum Hours:

(a) From April 1 to November 14, the hours of employment shall be reckoned by the day and half day. From November 15 to March 31, the hours of employment shall be reckoned by the day, three-quarter day and half day. The fraction of a half or three quarter day to be paid for as a half or three-quarter day. Overtime hours, Monday through Friday, shall be reckoned by the hour and half hour. If after work is begun, work is suspended on account of weather conditions, not less than four (4) hours (or five [5] hours on a four-ten [4 x 10] shift) at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.

(b) Whenever a Laborer is called out to work on Saturdays, Sundays or holidays (except on make up days), he/she shall be paid at least four (4) hours, five (5) hours on four-ten (4 x 10) shift, at the applicable overtime rate. All time worked beyond the first four (4) consecutive hours, five (5) consecutive hours on a four-ten (4 x 10) hour shift, on Saturdays, Sundays and holidays shall be reckoned by the hour at the applicable overtime rate.

On shift work, the above shall apply to Laborers called out to work on the day shift and second shift of a two (2) shift operation only. If three (3) shifts are employed, the above shall apply except that three and one-half (3 ½) hours worked shall be paid as four (4) hours worked, seven (7) hours worked shall be paid as eight (8) hours worked, and hours worked in excess of three and one-half (3 ½) hours but less than seven (7) hours shall be paid on a pro rata basis, except as modified by a four-ten (4 x 10) hour day work week.

6. Tide Work:

When an employee or employees are called out to work tide work, the employee shall receive a guarantee of a full shift at straight time. The overtime rate for Saturday, Sunday and holidays or work in excess of eight (8) hours in any twenty-four (24) hour period shall be the same rate of overtime pay as set forth in this Agreement. The hours between 8:00 a.m. and 5:00 p.m. shall be worked at straight time. Work performed between 5:00 p.m. and 8:00 a.m. shall be considered overtime work.

7. Exceptions:

Watchpersons may be required to work any five (5) days out of the week on any shift and may also be required to do job office clean up work. The overtime rates provided in paragraph 4 of this Section 20A shall apply only to watchpersons, cleaning and



washing windows, service landscape laborers for work in excess of eight (8) hours in any one (1) day, or forty (40) hours per week.

Employees cleaning and washing windows (after initial cleaning) and service landscape laborers (establishment warranty period), may be required to work any five (5) days out of the week on any shift.

8. Flagpersons:

Any employees such as a flagperson shall be furnished adequate relief for use of toilet facilities.

Section 20B Parking

In the event free parking facilities are not available within five (5) blocks of a job site, the Individual Employer will provide such parking facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public parking facilities, the Individual Employer will reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement is to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

On remote jobs when the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, the Individual Employer shall transport the employees to and from the place where the work is being performed, and such transporting shall be one-half (½) on the Individual Employer's time and one-half (½) on the employee's time.

Section 21 Status of Foremen

When the Individual Employer determines that a foreman is required to supervise a crew of Laborers, he/she shall be or become a member of this Union in accordance with Section 3A of this Agreement.

Section 22 Steward

A. The Union may select an employee on the job as a Steward and he/she shall be a working employee. Written notification shall be given to the Individual Employer of such assignment. The Union agrees that the Steward's duties shall be performed as

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 35

expeditiously as possible and the Individual Employer agrees to allow him/her a reasonable amount of time for the performance of his/her duties. The Individual Employer will give the Union forty-eight (48) hours advance written notice before terminating the Steward unless the job is completed or he/she is discharged for cause.

B. The Steward shall be limited to and shall not exceed the following duties and activities:

- (1) Check the dispatch of each employee dispatched under the terms of this Agreement.
- (2) Report to his/her Business Representative all violations of this Agreement.
- (3) Report to his/her Business Representative any employee covered by this Agreement who, during his/her shift, leaves the job site without giving the Individual Employer and the Steward prior notice.

C. The Steward shall not:

- (1) Stop the Individual Employer's work for any reason or tell any workers or any employee covered by this Agreement that he/she cannot work on the job.

Infraction of either of the two rules set forth above in C(1) shall be cause for immediate dismissal of the Steward without any prior notice.

Section 23 Recognized Holidays

The following days are recognized as holidays: Every Saturday and Sunday in the year, except as otherwise provided herein: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving Day and Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

Martin Luther King, Jr. Day will become a recognized holiday when and if the five basic crafts adopt it as a holiday.

Section 24 Gunite, Shot Crete, Panel Crete and Similar Type Work including All Placing, Finishing and Patching of Shot Crete or Gunite

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for the Gunite, Shot Crete, Panel Crete and similar type work including all placing, finishing and patching of shot crete or gunite are set forth in Supplement No.



2, attached hereto and made a part hereof, as if set out in full herein covering the territory in which the Agreement is to apply.

Section 25 Wrecking Work; Gardening, Horticultural and Landscaping Work

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for Wrecking Work are set forth in Supplement No. 3; for Gardening, Horticultural and Landscaping Work are set forth in Supplement No. 4. Each of the Supplements referred to herein is made a part hereof, as if set forth in full herein.

Section 26 Liability of the Parties

It is mutually understood and agreed that neither the Employer, any Individual Employer, the Union nor any Local Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Employer, the Individual Employer, the Union or the Local Union, as the case may be.

In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, Local Union, the Employer or the Individual Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

Section 27 Employees Not To Be Discharged For Recognizing Authorized Picket Lines

The parties to this Agreement recognize that it is vital to the unionized segment of the construction industry that the work opportunities of the employee and the Individual Employer signatory to this Agreement proceed without interruption because of disputes involving unions not signatory to an Agreement with the Employer.

No employee covered hereby may be discharged by any Individual Employer for refusing to cross a picket line established by a Local Union of the basic crafts.

Section 28A Health and Welfare Plan, Pension/Annuity Plan, Vacation Holiday Dues Supplement Plan, Training-Retraining/Apprenticeship Plan

In continuation of the Laborers' Health and Welfare Trust Fund for Northern California, the Laborers' Pension/Annuity Trust Fund for Northern California, the

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 37

Laborers' Vacation Holiday Dues Supplement Trust Fund for Northern California and the Laborers' Training-Retraining/Apprenticeship Trust Fund for Northern California (provided for in Trust Agreements dated March 4, 1953, August 2, 1963, April 1, 1985, June 4, 1963, November 19, 1968 and December 31, 1975, respectively, as amended and modified, and the appropriate plans adopted hereunder), each Individual Employer shall pay hourly contributions for each hour paid for and/or worked, including overtime pay, shift pay, show-up time pay and similar payments in accordance with the schedule specified in this Section, as follows:

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
Health & Welfare	\$7.95	\$ **	\$ **	\$ **	\$ **
Retiree Health & Welfare	\$.30	\$ **	\$ **	\$ **	\$ **
Pension	\$8.96	\$ **	\$ **	\$ **	\$ **
Annuity	\$3.24	\$ **	\$ **	\$ **	\$ **
Vacation/Holiday/Dues Supplement	\$2.75	\$ **	\$ **	\$ **	\$ **
***Training-Retraining/ Apprenticeship/LECET	\$.45	\$ **	\$ **	\$ **	\$ **
Contract Administration	\$.08	\$ **	\$ **	\$ **	\$ **
Industry Stabilization Fund	\$.22	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.

*** Effective 6/26/06 four cents (\$.04) per hour is earmarked for L.E.C.E.T.

Each Individual Employer shall be subject to and entitled to the benefits of all of the provisions of the Trust Agreements specified herein establishing said Funds and any amendment or modification thereto. In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory employer agrees that he/she shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory employer further agrees that any and all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.

The Health & Welfare Plan shall be supplemented to provide that the Trustees shall apply amounts from the contributions specified in this Agreement to such Plan for the purpose of providing benefits to employees retired pursuant to the provisions of the Laborers Pension Trust Fund for Northern California.



The parties agree that the Trustees of the Vacation Holiday Dues Supplement Trust Fund may allocate up to twenty-five percent (25%) of the applicable contributions for Holiday pay.

The Union and the Employer agree that the Individual Employers covered by the Master Agreement may continue the coverage of their supervisory personnel above the rank of General foreman in the Laborers' Health & Welfare Trust Fund for Northern California, the Laborers' Pension/Annuity Trust Fund for Northern California, the Laborers' Vacation Holiday Dues Supplement Trust Fund for Northern California, the Laborers' Training-Retraining/Apprenticeship Trust Fund for Northern California by paying into all Trusts monthly on the basis of one hundred seventy (170) hours per month in accordance with the schedules set forth in the Master Agreement, regardless of the hours worked by any such employee in a month, provided, however, the Individual Employer having made one (1) payment on an employee shall continue to make such a payment so long as the employee is in his/her employ.

Any Individual Employer who is found to be delinquent as a result of an audit will pay and satisfy such delinquency with accrued interest and in addition pay liquidated damages. All delinquent contributions shall bear simple interest at the rate of one and one-half percent (1.5%) per month until receipt of payment. Subject to accounting verification, liquidated damages shall be assessed on delinquent contributions at a flat rate of one hundred and fifty dollars (\$150.00) per month to reflect the internal administrative costs incurred by the trust administrators in monitoring and tracking such late contributions. The cost of any audit shall be borne by the Individual Employer if the delinquency disclosed by the audit is in excess of one thousand dollars (\$1,000.00) and is not the result of a clerical error. When economic conditions warrant, the Trustees of the Trust Funds specified in this Agreement are authorized to amend the liquidated damages and interest provisions of this Agreement. Any adjustments implemented by the Trustees shall be reflective of true increases in the administrative and legal costs associated with the recovery of delinquent Trust Fund contributions.

Section 28B Delinquency Withdrawals

In the event that the Board of Trustees of a fund into which the Individual Employers are required to pay, determine that an Individual Employer is delinquent in the making of any payments required by Section 28A hereof, it shall not be a violation of this Agreement, so long as such delinquency continues, if the Union takes economic action against such Individual Employer and such economic action shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn pursuant to any similar clause in any agreement between the Collective Bargaining Representative of the Employer and any other Union, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Individual Employer and such refusal for such period shall not be a violation of this Agreement. Any employees so withdrawn or

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 39

refusing to perform any work as herein provided shall not lose their status as employees but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

Section 28C Security For Individual Employer Payments Into Trust Funds

Each Individual Employer delinquent by one (1) or more months in making the payments set forth in Section 28A, above shall be notified by mail by the Administrator of the Trust or Trusts applicable to such delinquency. Copies of such notices shall be sent to the Employer and to the Union. Each such delinquent Individual Employer shall, within five (5) days of the receipt of such notice (by certified mail), give a satisfactory bond in a sum equal to two (2) times the amount of the delinquency. Such amounts are to be determined by the Administrator of the Trust or Trusts applicable. Such bond is not in any way to be construed as in lieu of any payments required under this Agreement.

All such bonds shall be deposited with the Administrator and shall be in a form acceptable by the Administration of the various Trusts.

If the bond must be used to make any payments under Section 28A, the money shall be pro-rated among the amounts owed by such Individual Employer, with the first priority to the Vacation-Holiday-Dues Supplement Trust Fund, and the balance dispersed equally to the Health & Welfare, Pension/Annuity and Training-Retraining/Apprenticeship Trusts.

Whenever an Individual Employer fails to deposit a satisfactory bond within the time provided by this Section, if the notice herein provided for has been given, the Local Union shall not be required to dispatch employees, and further economic action by the Union to obtain compliance of this Section will not be a violation of Section 8 of this Agreement.

Any employees so withdrawn or refusing to perform any work as herein provided, shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he/she has been so withdrawn or refused to perform any work.

Whenever any Employer covered by this Agreement is delinquent with respect to the payment of any contributions or other sum of money due to any Trust Fund specified in this Agreement, the Union may withdraw workers and place appropriate pickets at the premises of the Employer or places where said Employer is performing work.



Section 28D Supplemental Dues

Effective July 1, 2013, for all work performed, upon authorization as required by law, the amount of ninety-one cents (\$.91) per hour for each hour paid or worked, shall be transmitted from the Vacation-Holiday benefit of each laborer and shall be remitted directly to the Union.

The Union shall bear all responsibility and liability for ensuring that any and all sums received as supplemental dues are supported by proper written authorization from the employee. The Union shall indemnify, defend and hold the Individual Employer harmless to the maximum extent permitted by law from any and all claims, liability and damages arising from contentions and/or findings that supplemental dues have been collected in an unauthorized or otherwise improper manner.

Section 28E Wage and Fringe Benefit Increase

June 25, 2018 \$1.65* **
July 1, 2019 \$1.90* **
June 29, 2020 \$1.95* **
June 28, 2021 \$1.95* **
June 27, 2022 \$2.00* ** ***

* The parties agree that sufficient contributions will be made available from these increases to the Pension Fund to support any rehabilitation/funding improvement schedule adopted by the bargaining parties. Additional money required for such rehabilitation/funding improvement schedule shall be reallocated from the existing wages and/or fringe benefits.

** To be allocated among wages and/or fringe benefits at the Union's discretion.

*** If an early extended Agreement is negotiated prior to June 27, 2022, Individual Employers who do not extend said Agreement shall be subject to an additional twenty-five cents (\$.25) per hour increase, effective June 27, 2022 for a total increase of two dollars and twenty five cents (\$2.25). If an early extended Agreement is not negotiated prior to June 27, 2022, the total increase on June 27, 2022 shall be two dollars and twenty-five cents (\$2.25.)

In the event the Laborers Health and Welfare Trust Fund falls below a six (6) month reserve level and/or when the Pension Plan is fully funded (100%) or for any other benefit funding adjustment, any wage or benefit reallocation shall be subject to mutual agreement by the parties at least ninety (90) days prior to the effective increase date.

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 41

Section 29 Laborers' Apprenticeship Program

A. TERM OF APPRENTICESHIP: New applicants for union membership, who cannot demonstrate a minimum of 4,000 hours of experience as a Construction Craft Laborer shall enter the Laborers Apprenticeship Program (Apprenticeship Program). If an applicant is designated a journey-level Laborer by a referring Individual Employer who states in writing that the applicant's knowledge and experience warrants journey-level status, such Employees shall be considered provisional journey-level Laborers and may retain that status so long as they are employed by the designating Individual Employer. Any provisional journey-level Laborer who is laid-off or otherwise discharged prior to working 4,000 hours may not be placed on a journey-level out of work list until assessed by the Apprenticeship Program.

B. RATIO: Individual Employers shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. When four (4) journey-level Laborers are employed on a project for a particular Individual Employer, the next employee hired to perform Laborers' work must be an apprentice and this ratio will be continued for every four (4) additional Laborers being employed on the Project. On projects with fewer than four (4) journey-level Laborers an Individual Employer may employ one (1) apprentice per project with at least one (1) journey-level Laborer.

C. The Apprenticeship Standards approved by the Division of Apprenticeship Standards of the State of California are hereby incorporated by reference as part of this Agreement.

D. All apprentices shall be properly dispatched through the appropriate Local Union's hiring hall. The Individual Employer must secure a dispatch from the appropriate Local Union for any apprentices employed by the Individual Employer.

E. Entry into the Apprenticeship Program shall be controlled by the Laborers Joint Apprenticeship Training Committee (JATC), which shall employ appropriate screening procedures. An apprentice in good standing advances from one level to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice. The JATC may also grant credited hours to an apprentice who received work experience and/or training prior to entry into the Apprenticeship Program. The JATC will not unreasonably withhold entry and advancement in the Apprenticeship Program for provisional journey-level Laborers after their employment with a referring Individual Employer is terminated.

F. An apprentice should, whenever possible, be rotated by the Individual Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Individual Employer is unable to provide an apprentice with experience in the full range of craft skills causing the apprentice to



exceed the number of hours allotted to a given work process, the JATC may coordinate with the Local Union to reassign the apprentice to other employment in order to provide that experience. For so long as the Individual Employer is able to provide the necessary range of employment experience, the Individual Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments. An apprentice shall not work on the jobsite unless supervised by a journey-level Laborer.

G. The Individual Employer shall release the apprentice to enroll in Related and Supplemental Instruction (RSI) when the apprentice is notified of mandatory training. An apprentice shall not be penalized for taking time off from work to receive RSI as required by the Apprenticeship Program. The Laborers Apprenticeship Program shall endeavor to notify the Individual Employer of any upcoming RSI requirements the apprentice must satisfy. The Laborers Apprenticeship Program will assist the Individual Employer in meeting its apprentice ratio requirements.

H. An apprentice who fails to maintain his/her apprenticeship status shall not be eligible for employment as a journey-level Laborer unless he/she successfully completes the Apprenticeship Program after reinstatement by the JATC. Reinstatement is at the sole discretion of the JATC. If reinstatement is denied, an apprentice may reapply for entry into the Apprenticeship Program after waiting one (1) year from the date he/she was terminated from the Apprenticeship Program. The failure of any apprentice to maintain his/her apprenticeship status shall obligate the Individual Employer to discharge such person upon written notice from the Apprenticeship Program.

I. WAGE/BENEFIT SCHEDULE: Effective June 25, 2018 for all apprentices indentured on or after January 1, 2015, the Apprentice wage and fringe benefit rates shall be:

<u>Hours of Credit</u>	<u>Wage Rate</u>	<u>Fringe Benefits</u>
1 – 1000	65% of Journey Worker	Health & Welfare, Training, Vacation Holiday Dues Supplement (current Supplemental Dues amount only), Contract Administration and Industry Stabilization
1001 – 2000	70% of Journey Worker	Full Benefits
2001 – 3000	80% of Journey Worker	Full benefits
3001 – 4000	90% of Journey Worker	Full benefits



Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 43

Journey Worker rates are based on the Group 3 Laborer rate.

The Individual Employer may pay a higher rate at its option. However, the apprentice must meet his or her commitments to the JATC regardless of compensation.

Section 30 General Saving Clause

It is not the intent of either party hereto to violate laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The clauses hereof relating to "Hiring," Section 3A hereof, and "No Cessation of Work," Section 8 hereof, are intended to be inseparable and mutually interdependent. Should either of such sections be held or determined to be illegal or void for any reason, then both of said clauses shall forthwith become of no further force or effect, and neither party shall by implication be bound thereby. The parties agree that if, and when, any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement are therefore intended to apply no broader than that permitted by law.

Section 31 Change of Name or Style

This Agreement is binding upon each Individual Employer regardless of whether he/she or it changes the name or style or address of his/her or their business. Each Individual Employer shall give notice in writing to said District Council of any intent to change the name, style or address of his/her or its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names or styles or addresses, as specified herein.

Nothing in this paragraph shall be construed as adding to the scope of work covered by this Agreement.



2018 - 2023
Laborers
Agreement
Page 44

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

Section 32 Warranty

Each of the persons executing this Agreement on behalf of their respective Employers or Unions hereby warrants his/her authority to execute this Agreement and to bind the respective party on whose behalf he/she signs.

Section 33 Effective and Termination Date

This Agreement shall be effective as of the 1st day of July 2018, and remain in effect without reopening for any purpose until the 30th day of June 2023, and shall continue from year to year thereafter, unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change the wages, hours and working conditions hereof not more than ninety (90) and not less than sixty (60) days prior to June 30 of any succeeding year.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market area and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Individual Employers.

It is agreed that in the event either party should exercise its rights under the paragraph first above set out, they will for a period of sixty (60) days prior to the 30th day of June, 2023, or June 30th of any succeeding year bargain with each other with respect to all wage rates, working conditions and hours of employment for the work herein covered.

Should an impasse be reached during the course of future negotiations to amend and/or extend the present Agreement, or during the course of negotiations over a new agreement, either party may submit the items in dispute to the Dispute Settlement Board established in the AGC Basic Trades Joint Labor Management Committee Impasse Settlement Plan for resolution. The findings of the Dispute Settlement Board shall be binding on the parties.

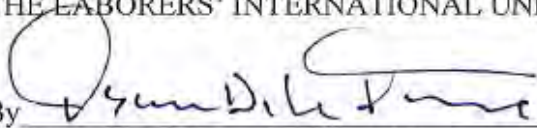
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by respective officers duly authorized to do so, this 22nd day of January, 2018.

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 45

FOR THE UNION:

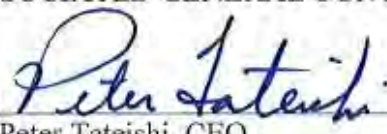
NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

By 

Oscar De La Torre, Business Manager

FOR THE EMPLOYER:

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By 

Peter Tateishi, CEO

SUPPLEMENT NO. 1

LABORERS WAGE RATES

WAGE RATES: In each group, two (2) different wage rates will apply for each classification.

Wage Rate A - will apply to the following six (6) counties:

Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara.

Wage Rate B - will apply to the following forty (40) counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

Labor Foremen - Effective June 26, 2017, Labor Foreman shall receive two dollars and twenty-five cents (\$2.25) per hour above any classification in this Agreement working under his/her direction. Effective July 1, 2019, Labor Foremen shall receive two dollars and fifty cents (\$2.50) per hour above any classification in this Agreement working under his/her direction. Effective June 28, 2021, Labor Foremen shall receive two dollars and seventy-five cents (\$2.75) per hour above any classification in this Agreement working under his/her direction. Effective June 27, 2022, Labor Foremen shall receive three dollars (\$3.00) per hour above any classification in this Agreement working under his/her direction.

General Foreman - Whether an employee shall be designated General Foreman, the person who shall be so designated and the specific assignment for such person shall be within the sole and exclusive judgment of the Individual Employer and such determination to appoint a general foreman, or not to do so, shall not be subject to the Grievance Procedure (Section 9) of this Agreement. General Foreman shall receive an hourly rate higher than the highest paid Labor Foreman on the crew or shift.

A \$3.00/hour premium (shift differential) shall be added to the base rate of Wage Rate A and Wage Rate B for the second shift of two (2) shift operations and for special single shifts as defined in Section 20A.

Premiums (shift differential) are not applicable to three (3) shift operations.

A \$3.00/hour premium (zone pay) shall be added to the base rate of Wage Rate B for worked performed outside the geographic area as defined in Supplement No. 6.

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 47

CONSTRUCTION SPECIALIST – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$31.49	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.49	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF CONSTRUCTION SPECIALIST

Asphalt Ironers and Rakers
 Cast in place manhole form setters
 Certified Welder
 Chainsaw
 Davis Trencher - 300 or similar type (and all small trenchers)
 Diamond Drillers
 Directional Boring Machine/Hydraulic Drills
 High Scalers (including drilling of same)
 Laser Beam in connection with Laborers' work
 Masonry and Plasterer Tender
 Mechanical Pipe Layer - All types regardless of type or method of power
 Multiple Unit Drills
 Pressure pipelayers
 Remote Control Breaker
 State Licensed Blaster as designated
 New or additional classification subject to Section 14A of this Agreement

GROUP 1 – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.79	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.79	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1

Asphalt Roller/Compactor (Walk Behind)
 Asphalt Spreader Boxes (all types)
 Asphalt Saw/Cutting, including self-propelled
 Barko, Wacker and Similar Type Tampers
 Bobcat/Skidsteer
 Buggymobile
 Caulkers, Banders, Pipewrappers, Plastic Pipe Layers
 Certified Asbestos & Mold Removal Worker



2018 - 2023
Laborers
Agreement
Page 48

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

Certified Hazardous Waste Worker (Including Lead Abatement)
Compactors of all types
Concrete and Magnesite Mixer and ½ yard
Concrete Pan Work
Concrete Sanders, Concrete Saw Cutting, including self-propelled
Core Boring (Circular Saw Cutting)
Cribbers and/or Shoring
Cut Granite Curb Setter
Dri Pak it Machine
Dry Utilities – including electrical, cable, and telecommunication
conduit layer, joint utility trench Laborer including gas
Faller, Logloader and Bucker
Form Raisers, Slip Forms
Green Cutters
Headerboard Men, Hubsetters, Aligners by any method
High Pressure Blow Pipe (1 ½" or over, 100 lbs pressure/over)
Housemover
Hydro Seeder & Similar Type
Jackhammer Operators
Jacking of Pipe over 12 inches
Jackson and Similar Type Compactors
Kettlemen, Potmen and men applying asphalt, Lay Kold, Creosote,
Lime, caustic and similar type materials, (applying means applying dipping or
handling of such materials)
Lagging, Sheeting, Whaling, Bracing, Trenchjacking, Lagging hammer
Locator (in conjunction with directional boring machine used to locate head of drill)
Magnesite, Epoxy Resin, Fiber Glass and Mastic Workers (wet/dry)
No joint pipe and stripping of same, including repair of voids
Pavement Breakers and Spaders, including tool grinder
Perma Curbs
Pipelayers (including grade checking in connection with pipe-laying)
Pipe Wrappers, Pipe Fusers
Plastic and Rigid Pipe Layers
Precast manhole setters
Pressure Pipe Tester
Post Hole Diggers - Air, Gas and Electric Power Broom Sweepers
Power Tampers of all types, except as shown in Group 2
Ram Set Gun and Stud Gun
Riprap - Stonepaver and Rock slinger, including placing of sacked concrete and/or
sand (wet or dry) and Gabions and similar type
Rock Slicer, Rock Splitter
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Roto and Ditch Witch
Rototiller

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 49

Sand Blasters, all types, Potmen, Gunmen and Nozzlemen
 Signaling and Rigging
 Tank Cleaners
 Tree Climbers
 Trenchless Technology Laborer – Pipe installation, bursting, relining or similar
 Trenchless Laborer's work, including camera controller, cctv, and truck or trailer
 mounted
 vacuum excavators
 Turbo Blaster
 Vibra Screed – Bull float in connection with Laborers' work
 Vibrators
 Water Meter Installer

GROUP 1(a) – WAGE RATE

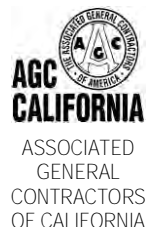
EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$31.01	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.01	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1(a)

Joy Drill Model TWM 2A
 Gardener Denver Model DH 143 and similar type drills.
 (In accordance with Memorandum of Understanding between Laborers
 and Operating Engineers dated at Miami, Florida, February 3, 1954.)
 Track Drillers
 Jack Leg Drillers
 Wagon Drillers
 Mechanical Drillers - All types regardless of type or method of power
 Blasters and Powderman
 All work of loading, placing and blasting of all powder and explosives of whatever
 type, regardless
 of method used for such loading and placing
 Tree Topper
 Bit Grinder

GROUP 1(b) – WAGE RATE

Sewer Cleaners shall receive four dollars (\$4.00) per day above Group 1 wage rates.
 "Sewer Cleaner" means any workman who handles or comes in contact with raw
 sewage in small diameter sewers. Those who work inside recently active, large
 diameter sewers, and all recently active sewer manholes shall receive five dollars
 (\$5.00) per day above Group 1 wage rates.



2018 - 2023
Laborers
Agreement
Page 50

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

GROUP 1(c) – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.84	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.84	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1(c)

Burning and welding in connection with Laborers' work Synthetic thermoplastics and similar type welding.

GROUP 1(d) – WAGE RATE

Maintenance and Repair Trackmen and Road Beds and all employees performing work covered by this Agreement shall receive twenty-five cents (\$.25) per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1(e) – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$31.34	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.34	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1(e)

Work on and/or in Bell Hole Footings and Shafts thereof, and work on and in Deep Footings (Deep Footing is a hole fifteen (15) feet or more in depth). In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds fifteen (15) feet, the contractor agrees to pay the deep footing wage rate to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

All work in the construction of tunnels and shafts shall be performed in accordance with the provisions of the Laborers' Tunnel Master Agreement for Northern California and the Individual Employer agrees to comply with all of the provisions of said Tunnel Agreement in such work.

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 51

Shaft is an excavation over fifteen (15) feet deep of any type, generally vertical in nature, but may decline from the vertical, and whose depth is greater than its largest horizontal dimension. It is specifically understood that Bell Hole Footings and Deep Footings are subject to the provisions of this Agreement, and all Shafts, Stopes, Raises and Tunnels are subject to the provisions of the Tunnel Master Agreement specified herein.

GROUP 1(g) – WAGE RATES FOR CONTRA COSTA COUNTY

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE	\$30.99	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1(g)

Pipelayers (including grade checking in connection with pipelaying)

Caulkers

Banders

Pipewrappers

Conduit Layers

Plastic Pipe Layer

Pressure Pipe Tester

No joint pipe and stripping of same, including repair of voids

Precast Manhole Setters, cast in place manhole form setters

GROUP 1(h) – WAGE RATES

Laborers working off or with or from Bos'n Chairs, Swinging Scaffolds, or Belts shall receive fifty cents (\$.50) per hour above the applicable wage rate. This premium rate shall be reckoned by the day and half day. This shall not apply to Laborers entitled to receive the wage rate set forth in Group 1(a).

GROUP 2 – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.64	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.64	\$ **	\$ **	\$ **	\$ **



2018 - 2023
Laborers
Agreement
Page 52

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

CLASSIFICATIONS OF GROUP 2

Asphalt Shovelers
Cement Dumpers and handling dry cement or gypsum
Choke Setter and Rigger (clearing work)
Concrete Bucket Dumper and Chuteman
Concrete Chipping and Grinding
Concrete Laborers (wet or dry)
Drillers Helper, Chuck Tender, Nipper (One (1) Chuck Tender on single machine operation with
minimum of one (1) Chuck Tender for each two (2) machines on multiple machine operations.
(Jackhammers are in no way involved in this item.)
Guinea Chaser (Stakeman), Grout Crew
High Pressure Nozzlemen, Adductors
Hydraulic Monitor (over 100 lbs. pressure)
Loading and unloading, carrying and handling of all rods and materials for use in reinforcing
concrete construction
Pittsburgh Chipper, and similar type brush shredders
Sloper
Single foot, hand held, pneumatic tamper
All Pneumatic, Air, Gas and Electric Tools not listed in Groups 1 through 1(f)
Jacking of Pipe under 12 inches

GROUP 3 – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.54	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.54	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 3

Construction Laborers, including Bridge Laborers, General Laborers and Cleanup Laborers
Demolition Worker
Dumpman, Load Spotter
Erosion Control Worker
Fence Erectors, including temporary fencing
Flagperson/Pedestrian Monitor
Fire Watcher
Free Standing Furniture/Appliance Laborer

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 53

Forklift
 Guardrail Erectors
 Gardeners, Horticultural and Landscape Laborers (See Supplement No. 4)
 Jetting
 Limbers, Brush Loaders and Pilers
 Pavement Markings (Button Setters/Stripers)
 Pavers, Interlocking Pavers (all types) and Interlocking Paver Machines
 Maintenance, Repair Trackmen and Road Beds
 Escort Driver (Construction Zone Traffic Control Pilot Car)
 Skip Loader (up to and including ½ Cubic Yard)
 Temporary Air and Water Lines, Victaulic or similar
 Temporary Lighting (job site work lighting only)
 Tool Room Attendant (job site only)
 Tree Removal
 Remediation/Land Restoration Laborer – Wetlands restoration, mitigation or re-vegetation of
 lands, (ornamental landscape is not included in this classification)
 Solarvoltaic (Photovoltaic Assembler and Installer) Systems
 Street Car and Railroad Construction Track Laborers (Rail Trackmen), including welding of rails
 Wheelbarrow, including power driven

GROUP 3(a) – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.54	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.54	\$ **	\$ **	\$ **	\$ **

CLASSIFICATION OF GROUP 3(a)

Composite Crew Person - Shall apply only to the operation of vehicles, when operated in conjunction with Laborers' duties.

GROUP 4 – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$24.23	\$ **	\$ **	\$ **	\$ **
RATE B	\$23.23	\$ **	\$ **	\$ **	\$ **

CLASSIFICATION OF GROUP 4



2018 - 2023
Laborers
Agreement
Page 54

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

All final cleanup work of debris, grounds and building near the completion of the project including but not limited to street cleaners. It is agreed that the Group 4 Classification is not applicable to engineering or heavy highway projects.
Cleaning & Washing Windows (subject to provisions of Section 20A)
Brick Cleaners (job site only)
Graffiti Abater (job site only)
Watchman (Subject to provisions of Section 20A)
Material Cleaners (job site only)

The classification "Material Cleaner" is to be utilized under the following conditions:

- A. At demolition sites for the salvage of the material.
- B. At the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C. The cleaning of salvage material at the Employer's job site or temporary job site yard.

The classification of "Material Cleaner" is not to be used to perform "form stripping cleaning and oiling and moving to the next point of erection."

** To be allocated among wages and/or fringe benefits at the Union's discretion.

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 55

SUPPLEMENT NO. 2

GUNITE, SHOTCRETE, PANELCRETE AND SIMILAR TYPE WORK INCLUDING ALL PLACING, FINISHING AND PATCHING OF SHOTCRETE OR GUNITE

Hours and working conditions and wages shall be the same as in this Master Agreement except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
Structural Nozzleman					
RATE A	\$31.75	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.75	\$ **	\$ **	\$ **	\$ **
Nozzleman, Gunman and Potman					
RATE A	\$31.25	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.25	\$ **	\$ **	\$ **	\$ **
Rodman					
RATE A	\$31.25	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.25	\$ **	\$ **	\$ **	\$ **
Groundman					
RATE A	\$31.25	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.25	\$ **	\$ **	\$ **	\$ **
Wire winding machine					
Aligner-					
RATE A	\$31.37	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.37	\$ **	\$ **	\$ **	\$ **
Helper-					
RATE A	\$30.39	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.39	\$ **	\$ **	\$ **	\$ **
Reboundman					
RATE A	\$30.66	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.66	\$ **	\$ **	\$ **	\$ **

General Laborers

RATE A	\$30.54	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.54	\$ **	\$ **	\$ **	\$ **
Gunitite Trainee**					
RATE A	\$24.23	\$ **	\$ **	\$ **	\$ **
RATE B	\$23.23	\$ **	\$ **	\$ **	\$ **

**One trainee shall be allowed for each three (3) Journeymen on a crew. In the absence of the Journeyman, the trainee shall receive the Journeyman scale.

Gunitite Foreman

RATE A	\$32.25	\$ **	\$ **	\$ **	\$ **
RATE B	\$31.25	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.

Travel from Jurisdiction of One Area to Another Area:

The Employer shall have the right to bring six (6) workers from one area into another area within the area covered by this Agreement. Such Employer shall notify the Local Union one day in advance of starting the job. Other workers will be obtained when available from the area where the work is to be performed.

Travel, Driving and Out of Town Expense Allowance:

On projects sixty (60) miles or more by the shortest and most direct regularly traveled route from the main office or permanently established area office of the individual employer, such employer shall provide each employee transportation either physically or by paying the cost of such transportation. If the employer chooses to pay the cost of such transportation the cost shall be determined at the rate of fifty (\$.50) cents per mile for each mile in excess of sixty (60) miles. Additionally the employee will be compensated at rate of one-half ($\frac{1}{2}$) of his/her straight time wage rate both to and from the job less seventy-five (75) minutes each way.

Any employee operating or responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies from the employer's regularly established shop or yard to a jobsite shall be compensated at a rate of twenty dollars (\$20.00) per hour. Any employee who is a passenger in and not directly responsible for the control of a company vehicle is deemed to be in the vehicle voluntarily and is not subject to compensation other than discussed above. Employees assigned company vehicles will not be compensated for travel to and from the project to their homes unless it is in excess of sixty (60) miles from the regularly established shop or yard.



Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 57

Travel & Driving time is not subject to Section 28 (Fringe Benefits).

Employees required to stay out of town will be compensated at the rate of seventy dollars (\$70.00) per day for each night the employee is at the project location. If an employee arrives on a project on Monday and returns to his/her home on Friday he/she would be compensated for four (4) night's subsistence. At the employer's option on continuing projects the employee may be paid subsistence through the weekend or pay the travel to and from the project for every weekend that the employee return to such project. If the employer pays for the lodging the employee will be compensated at the rate of thirty dollars (\$30.00) per day for food and other out of town expenses.

2018 - 2023
Laborers
Agreement
Page 58

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

SUPPLEMENT NO. 3

WRECKING WORK

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
----------------	---------	--------	---------	---------	---------

Skilled Wrecker

Group No. 1

(Removing and salvaging of sash, windows, doors,
plumbing and electric fixtures.)

RATE A	\$30.79	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.79	\$ **	\$ **	\$ **	\$ **

Semi Skilled Wrecker

Group No. 2

(Salvaging of other building materials)

RATE A	\$30.64	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.64	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 59

SUPPLEMENT NO. 4

GARDENERS, HORTICULTURAL & LANDSCAPE WORKERS

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
----------------	---------	--------	---------	---------	---------

Gardeners, Horticultural and Landscape Laborers
 (New Construction)

RATE A	\$30.54	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.54	\$ **	\$ **	\$ **	\$ **

Service Landscape Laborers
 (Establishment Warranty Period)

RATE A	\$24.23	\$ **	\$ **	\$ **	\$ **
RATE B	\$23.23	\$ **	\$ **	\$ **	\$ **

The overtime rates provided in paragraph 5 of Section 20A shall apply only to service landscape laborers (establishment warranty period) for work in excess of forty (40) hours in any one (1) week, or in excess of eight (8) hours in any one (1) day.

Service landscape laborers (establishment warranty period), may be required to work any five (5) days out of the week on any shift.

ENTRY LEVEL LANDSCAPE LABORER

A new classification, Entry Level Landscape Laborer, is based on an eighteen (18) month training program, as follows:

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
----------------	---------	--------	---------	---------	---------

RATE A:	1st 6 mos. @ 70%	\$21.38	\$ **	\$ **	\$ **	\$ **
	2nd 6 mos. @ 80%	\$24.43	\$ **	\$ **	\$ **	\$ **
	3rd 6 mos. @ 90%	\$27.49	\$ **	\$ **	\$ **	\$ **

RATE B:	1st 6 mos. @ 70%	\$20.68	\$ **	\$ **	\$ **	\$ **
	2nd 6 mos. @ 80%	\$23.63	\$ **	\$ **	\$ **	\$ **
	3rd 6 mos. @ 90%	\$26.59	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.



2018 - 2023
Laborers
Agreement
Page 60

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

(The above rates are wages only. Fringe Benefits are the same as in Section 28A of the Laborers' Master Agreement.)

Prior to employment, the Employer must submit in writing any request for employees from the Local Union; and, all employees must be referred by the Local Union in the area of work.

The ratio of Trainees shall be: One (1) in three (3), with the understanding that each Individual Contractor utilizing the Trainee Classification must employ at least one (1) Second Period Trainee in the Second Period of the Agreement and at least one (1) Third Period Trainee in the Third Period of the Agreement before being eligible to employ another First Period Trainee.

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 61

SUPPLEMENT NO. 5

WAGE RATES FOR REFINERY WORK

Hiring, hours and working conditions, fringe benefits, and wages shall be the same as in the Master Labor Agreement, except those expressly herein provided.

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21
6/27/22				
RATE A	\$30.54			
RATE B	\$29.54			

CLASSIFICATIONS:

Bottle Watcher
 Demolition Worker
 Drinking Water Attendant
 Erosion Control / Silt Fence Worker
 Fire Blanket
 Fire Watcher
 Flagperson
 General Tool Room Attendant
 Hole Watcher
 Safety Attendant (Craft)
 Weather Protection Attendant

All Laborers' work in refineries including but not limited to General Laborers' work, firewatch, hole watch, bottle watch, safety attendant, fire blanket, weather protection, distribution of all drinking water, storm drains, sanitary sewer pipes, all demolition, emergency spill cleanup, flagging and traffic control, erosion control and silt fence, pipe laying, concrete work, cleanup and janitorial cleanup, manholes, and catch fence.

Overtime / Section 20A(4) (Weekends & Holidays) of the Master Labor Agreement shall be modified as follows:

One and one-half (1 ½) times the regular straight time hourly rate shall be paid for all work on Saturdays (except make up day) and before a shift begins and after it ends. Double the regular straight time hourly rate shall be paid for all work on Sundays and holidays or work in excess of twelve (12) hours in any given work day under this Supplement No. 5 on refinery work.

Recognized Jurisdiction - In addition to Section 1A(3) of the Master Labor Agreement, the classifications contained in this Supplement No. 5 will not apply to all Certified



2018 - 2023
Laborers
Agreement
Page 62

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

managers, supervisors, mechanical coordinators, safety auditors, other high-level safety professionals (i.e. those that provide safety consulting, program development, supervision or management of safety programs or personnel, operate safety equipment and data tracking systems, risk management related services, etc.) and office clerical employees.

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 63

SUPPLEMENT NO. 6

ZONE PAY

Zone Pay at three dollars (\$3.00) per hour will be added to the base hourly wage rate for work performed outside the Free Zone described by the following boundaries along Township and Range lines.

For purposes of calculating overtime, the Zone Pay hourly rate shall be either one and one-half (1 ½) times the straight time hourly Zone Pay rate or double (2x) times the straight time hourly Zone Pay rate in accordance with Section 20A (Overtime Rates, Hours and Working Conditions) in the Agreement.

MAP DESCRIPTION FOR AREA FREE ZONE.

The following is a description based upon township and Area free zones for all of Northern California within the following lines:

1. Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,
2. Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,
3. Thence Southerly to the Southwest corner of Township 20S, Range 6E,
4. Thence Easterly to the Northwest corner of Township 21S, Range 7E,
5. Thence Southerly to the Southwest corner of Township 21S, Range 7E,
6. Thence Easterly to the Northwest corner of Township 22S, Range 9E,
7. Thence Southerly to the Southwest corner of Township 22S, Range 9E,
8. Thence Easterly to the Northwest corner of Township 23S, Range 10E,
9. Thence Southerly to the Southwest corner of Township 24S, Range 10E,
10. Thence Easterly to the Southwest corner of Township 24S, Range 31E,
11. Thence Northerly to the Northeast corner of Township 20S, Range 31E,
12. Thence Westerly to the Southeast corner of Township 19S, Range 29E,
13. Thence Northerly to the Northeast corner of Township 17S, Range 29E,
14. Thence Westerly to the Southeast corner of Township 16S, Range 28E,
15. Thence Northerly to the Northeast corner of Township 13S, Range 28E,
16. Thence Westerly to the Southeast corner of Township 12S, Range 27E,
17. Thence Northerly to the Northeast corner of Township 12S, Range 27E,
18. Thence Westerly to the Southeast corner of Township 11S, Range 26E,
19. Thence Northerly to the Northeast corner of Township 11S, Range 26E,
20. Thence Westerly to the Southeast corner of Township 10S, Range 25E,
21. Thence Northerly to the Northeast corner of Township 9S, Range 25E,
22. Thence Westerly to the Southeast corner of Township 8S, Range 24E,
23. Thence Northerly to the Northeast corner of Township 8S, Range 24E,
24. Thence Westerly to the Southeast corner of Township 7S, Range 23E,

25. Thence Northerly to the Northeast corner of Township 6S, Range 23E,
26. Thence Westerly to the Southeast corner of Township 5S, Range 20E,
27. Thence Northerly to the Northeast corner of Township 5S, Range 20E,
28. Thence Westerly to the Southeast corner of Township 4S, Range 19E,
29. Thence Northerly to the Northeast corner of Township 1S, Range 19E,
30. Thence Westerly to the Southeast corner of Township 1N, Range 18E,
31. Thence Northerly to the Northeast corner of Township 3N, Range 18E,
32. Thence Westerly to the Southeast corner of Township 4N, Range 17E,
33. Thence Northerly to the Northeast corner of Township 4N, Range 17E,
34. Thence Westerly to the Southeast corner of Township 5N, Range 15E,
35. Thence Northerly to the Northeast corner of Township 5N, Range 15E,
36. Thence Westerly to the Southeast corner of Township 6N, Range 14E,
37. Thence Northerly to the Northeast corner of Township 10N, Range 14E,
38. Thence Easterly along the Southern line of Township 11N, to the California/Nevada State Border,
39. Thence Northerly along the California/Nevada State Border to the Northerly line of Township 17N,
40. Thence Westerly to the Southeast corner of Township 18N, Range 10E,
41. Thence Northerly to the Northeast corner of Township 20N, Range 10E,
42. Thence Westerly to the Southeast corner of Township 21N, Range 9E,
43. Thence Northerly to the Northeast corner of Township 21N, Range 9E,
44. Thence Westerly to the Southeast corner of Township 22N, Range 8E,
45. Thence Northerly to the Northeast corner of Township 22N, Range 8E,
46. Thence Westerly to the Northwest corner of Township 22N, Range 8E,
47. Thence Northerly to the Southwest corner of Township 27N, Range 8E,
48. Thence Easterly to the Southeast corner of Township 27N, Range 8E,
49. Thence Northerly to the Northeast corner of Township 28N, Range 8E,
50. Thence Westerly to the Southeast corner of Township 29N, Range 6E,
51. Thence Northerly to the Northeast corner of Township 32N, Range 6E,
52. Thence Westerly to the Northwest corner of Township 32N, Range 6E,
53. Thence Northerly to the Northeast corner of Township 35N, Range 5E,
54. Thence Westerly to the Southeast corner of Township 36N, Range 3E,
55. Thence Northerly to the Northeast corner of Township 36N, Range 3E,
56. Thence Westerly to the Southeast corner of Township 37N, Range 1W,
57. Thence Northerly to the Northeast corner of Township 38N, Range 1W,
58. Thence Westerly to the Southeast corner of Township 39N, Range 2W,
59. Thence Northerly to the Northeast corner of Township 40N, Range 2W,
60. Thence Westerly to the Southeast corner of Township 41N, Range 4W,
61. Thence Northerly to the Northeast corner of Township 42N, Range 4W,
62. Thence Westerly to the Southeast corner of Township 43N, Range 5W,
63. Thence Northerly to the California/Oregon State Border,
64. Thence Westerly along the California/Oregon State Border to the Westerly Boundary of Township Range 8W,
65. Thence Southerly to the Southwest corner of Township 43N, Range 8W,

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement
 Page 65

66. Thence Easterly to the Southeast corner of Township 43N, Range 8W,
67. Thence Southerly to the Southwest corner of Township 42N, Range 7W,
68. Thence Easterly to the Southeast corner of Township 42N, Range 7W,
69. Thence Southerly to the Southwest corner of Township 41N, Range 6W,
70. Thence Easterly to the Northwest corner of Township 40N, Range 5W,
71. Thence Southerly to the Southwest corner of Township 38N, Range 5W,
72. Thence Westerly to the Northwest corner of Township 37N, Range 6W,
73. Thence Southerly to the Southwest corner of Township 35N, Range 6W,
74. Thence Westerly to the Northwest corner of Township 34N, Range 10W,
75. Thence Southerly to the Southwest corner of Township 31N, Range 10W,
76. Thence Easterly to the Northwest corner of Township 30N, Range 9W,
77. Thence Southerly to the Southwest corner of Township 30N, Range 9W,
78. Thence Easterly to the Northwest corner of Township 29N, Range 8W,
79. Thence Southerly to the Southwest corner of Township 23N, Range 8W,
80. Thence Easterly to the Northwest corner of Township 22N, Range 6W,
81. Thence Southerly to the Southwest corner of Township 16N, Range 6W,
82. Thence Westerly to the Southeast corner of Township 16N, Range 9W,
83. Thence Northerly to the Northeast corner of Township 16N, Range 9W,
84. Thence Westerly to the Southeast corner of Township 17N, Range 12W,
85. Thence Northerly to the Northeast corner of Township 18N, Range 12W,
86. Thence Westerly to the Northwest corner of Township 18N, Range 15W,
87. Thence Southerly to the Southwest corner of Township 14N, Range 15W,
88. Thence Easterly to the Northwest corner of Township 13N, Range 14W,
89. Thence Southerly to the Southwest corner of Township 13N, Range 14W,
90. Thence Easterly to the Northwest corner of Township 12N, Range 13W,
91. Thence Southerly to the Southwest corner of Township 12N, Range 13W,
92. Thence Easterly to the Northwest corner to Township 11N, Range 12W,
93. Thence Southerly into the Pacific Ocean, and,
94. Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
95. Thence Easterly to the Northwest corner of Township 1S, Range 2E,
96. Thence Southerly to the Southwest corner of Township 2S, Range 2E,
97. Thence Easterly to the Northwest corner of Township 3S, Range 3E,
98. Thence Southerly to the Southwest corner of Township 5S, Range 3E,
99. Thence Easterly to the Southeast corner of Township 5S, Range 4E,
100. Thence Northerly to the Northeast corner of Township 4S, Range 4E,
101. Thence Westerly to the Southeast corner of Township 3S, Range 3E,
102. Thence Northerly to the Northeast corner of Township 5N, Range 3E,
103. Thence Easterly to the Southeast corner of Township 6N, Range 5E,
104. Thence Northerly to the Northeast corner of Township 7N, Range 5E,
105. Thence Westerly to the Southeast corner to Township 8N, Range 3E,
106. Thence Northerly to the Northeast corner of Township 9N, Range 3E,
107. Thence Westerly to the Southeast corner of Township 10N, Range 1E,
108. Thence Northerly to the Northeast corner of Township 13N, Range 1E,
109. Thence Westerly into the Pacific Ocean,

excluding that portion of Northern California contained within the following lines:

110. Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,
111. Thence Easterly to the Southeast corner of Township 12N, Range 16E,
112. Thence Northerly to the Northeast corner of Township 12N, Range 16E,
113. Thence Westerly to the Southeast corner of Township 13N, Range 15E,
114. Thence Northerly to the Northeast corner of Township 13N, Range 15E,
115. Thence Westerly to the Southeast corner of Township 14N, Range 14E,
116. Thence Northerly to the Northeast corner of Township 16N, Range 14E,
117. Thence Westerly to the Northwest corner of Township 16N, Range 12E,
118. Thence Southerly to the Southwest corner of Township 16N, Range 12E,
119. Thence Westerly to the Northwest corner of Township 15N, Range 11E,
120. Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E.

Zone Pay and map changes shall apply for work bid after June 26, 2006.

All areas other than free zones shall be subject to the payment of Zone Pay.

The Individual Employer shall not be required to pay Zone Pay to employees employed by an Individual Employer in a permanent yard or shop or plant and employees employed by an Individual Employer on residential construction projects (not camps); subdivisions; buildings of three (3) stories or less including utilities and site work related to these buildings; streets, roadways and utilities which are a part of a residential construction project.

Zone Pay shall not be applicable within the city limits of the following cities or towns:

Auburn, Coalinga, Crescent City, Exeter, Grass Valley, Greenfield, Jackson, Jamestown, Lindsay, Mariposa, Nevada City, Placerville, Porterville, Sonora, Strathmore, Terrabella, Tuolumne, Twain Harte, Woodlake or Yreka.

Zone Pay shall apply to publicly financed camps, highways, dams, tunnels, power facilities, defense facilities, utilities (except as provided above), sewage disposal plants and heavy engineering projects together with the camps, warehouses, offices or facilities constructed in connection with such latter projects.

No Zone Pay shall be paid on a job located within the right of way of a road or highway forming part of the boundary of the Zone Pay area.

If a road or highway forming part of the boundary of a Zone Pay Area is relocated, such relocated road or highway upon being officially opened shall form a part of the boundary of the Zone Pay Area in place of the old road.

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 67

When the work is to be performed in the Zone Pay Area, each employee employed to perform work covered by this Agreement shall receive the Zone Pay specified herein.

When the work to be performed is in the Free Zone, such employees shall not be entitled to receive Zone Pay; provided, however, if two or more hours of compensable time (straight time or premium time) are worked by said employee in the Zone Pay Area, he/she shall be entitled to be paid appropriate Zone Pay for all hours worked.

2018 - 2023
Laborers
Agreement
Page 68

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

SUPPLEMENT NO. 7

SUPPLEMENT TO THE MASTER AGREEMENT REGARDING LABORERS WORK FOR THE CONCRETE SAWING, DRILLING, CORING AND BREAKING INDUSTRY

TRAVEL & DRIVING TIME

TRAVEL RATES PER HOUR (Based on the Group 3 Laborer rate):

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
	\$19.16	\$19.66	\$19.91	\$20.16	\$20.14

1. Time and one-half the travel rate shall be paid on travel during work time after the employee has worked a total of forty (40) hours work in a week or eight (8) hours work in a day on prevailing wage project. Any employee operating or responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies from the Individual Employer's regularly established shop or yard to a jobsite shall be compensated at the travel rate. No employee shall suffer a reduction in rate as a result of this agreement.

2. The employee's working time starts at the jobsite, yard or shop where he or she is required to report for work or begin driving a vehicle. Those who, as a matter of convenience, travel as passengers in company provided transportation shall not be paid travel time to the first site of employment or from the last site of employment during the workday. Employees assigned company vehicles that are provided primarily for the employee's convenience will be paid a driving stipend based on the travel rate for travel time spent driving in excess of sixty (60) miles to and from the first and last project in a workday where the project is located in excess of sixty (60) miles from the regularly established shop or yard.

3. Travel & Driving time is not subject to Section 28 (Fringe Benefits) in the Agreement except as set forth herein. However, an Individual Employer shall be required to contribute one hundred ten (110) hours to the Health & Welfare Trust Fund on behalf of an employee in any month where the employee's travel time work hours and non-travel work hours equal or exceed one hundred ten (110) hours for the month and the employee's non-travel time work hours are less than one hundred ten (110) hours. The Individual Employer will designate on the Trust Fund report form those hours which represent travel time work hours. (Example: Employee works ninety [90] non-travel time hours and twenty-five [25] travel time work hours in January. The Individual Employer will remit one hundred ten [110] hours of contributions to the Health & Welfare Trust Fund.) When an employee's non-travel time work hours for an Individual Employer in a given calendar year are not sufficient to earn a year of

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
Laborers
Agreement
Page 69

pension service credits, an Individual Employer will be required to contribute the additional hours an employee would need to earn a year of pension service credit where the employee's travel time and non-travel work hours would equal or exceed the number of hours necessary to earn a year of pension service credit. (Example: One thousand [1,000] hours are needed for a year of service credits. Employee works nine hundred [900] non-travel time hours and one hundred twenty-five [125] travel time hours in calendar year 2018. Individual Employer reports an additional one hundred (100) hours to the Pension Trust Fund for the month of December 2018 to enable an employee to earn a year of service credits.)

2018 - 2023
Laborers
Agreement
Page 70

Industrial Relations Department – Northern California
1390 Willow Pass Road, Suite 250
Concord, CA 94520
Ph: (925) 827-2422 / Fax: (925) 827-4042

SCHEDULE "A"

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS HIRING HALL LOCATIONS

Local Hours	City	Street Address	Phone Number	Dispatch
67* a.m.	Oakland	8301 Edgewater Drive, #201	510-569-4761	7:00-9:00
67* a.m.	Sacramento	2717 Cottage Way, #12	916-482-2607	7:00-9:00
73 a.m.	Stockton	3984 Cherokee Rd.	209-466-3356	6:30-9:00
185 a.m.	Sacramento	1320 National Drive	916-928-8300	6:30-9:00
185 a.m.	Redding	2210 Twin View Blvd.	530-221-0961	6:30-9:00
185 a.m.	Yuba City	1650 Sierra Ave., #206	530-674-4707	6:30-9:00
261 a.m.	San Francisco	3271 18th Street	415-826-4550	6:30-9:00
261 a.m.	San Mateo	300 – 7th Ave.	650-344-7168	6:30-9:00
261 a.m.	San Rafael	4174 Redwood Highway	415-492-0936	6:30-9:00
270 a.m.	San Jose	509 Emory St.	408-297-2620	6:00-9:00
270 a.m.	Santa Cruz	640 Eaton St.	831-475-7058	6:00-9:00
270 a.m.	Salinas	117 Pajaro St	831-422-7077	6:00-9:00
294 a.m.	Fresno	5431 East Hedges Ave	559-255-3019	6:30-9:00
294 a.m.	Visalia	319 N. Church St	559-734-9426	6:30-9:00
304 a.m.	Hayward	29475 Mission Blvd	510-581-9600	6:00-9:00
304 a.m.	Oakland	425 Roland Way	510-562-2661	6:00-9:00
304 a.m.	Livermore	2063 Research Drive	925-455-8292	
324 a.m.	Martinez	611 Berrellesa St.	925-228-0930	6:30-9:00

Industrial Relations Department – Northern California
 1390 Willow Pass Road, Suite 250
 Concord, CA 94520
 Ph: (925) 827-2422 / Fax: (925) 827-4042

2018 - 2023
 Laborers
 Agreement

Page 71

324 a.m.	Antioch	1005 Fitzuren Rd	925-439-1021	6:30-9:00
324 a.m.	Richmond	101 S. 12th St.	510-234-1069	6:30-9:00
324 a.m.	Vallejo	2920 Sonoma Blvd, Ste B	707-643-7214	6:30-9:00
324 a.m.	Santa Rosa	81 Barham Avenue	707-542-1107	6:30-9:00
324 a.m.	Napa	(Phone Dispatch Only)	707-226-7971	6:30-9:00
1130 a.m.	Modesto	2549 Yosemite Blvd., Ste K	209-521-9883	7:00-9:00

*Asbestos

Northern California District Council of Laborers
 Union Plaza
 4780 Chabot Drive, Suite 200
 Pleasanton, CA 94588
 Telephone 925-469-6800
 Facsimile 925-469-6900
 Office Hours: 7:00 a.m. to 5:00 p.m. Monday through Friday



EXHIBIT 6

DESIGNATION OF COLLECTIVE BARGAINING AUTHORITY

AND POWER OF ATTORNEY

TO THE ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA

AS THE COLLECTIVE BARGAINING REPRESENTATIVE WITH

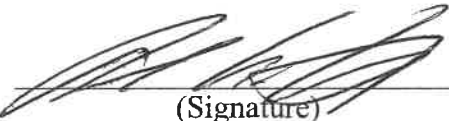
Southern California District Council of Laborers

THE LABORERS MASTER LABOR AGREEMENT

Pursuant to the Bylaws of the Associated General Contractors of California (AGCC), the undersigned hereby authorizes the AGCC to execute the Master Labor Agreement between AGCC and the **Southern California District Council of Laborers** on behalf of the undersigned and further designates the AGCC as its collective bargaining representative in relation to the above specified labor organization until such time as this bargaining authority is revoked in writing and in a timely manner.

Company Name Shimmick Construction Co.

By:


(Signature)

Position

PRESIDENT
(Title)

PAUL A. COCOTIS

(Please print name)

510 777-5000

(Phone number)

Dated:

6/26/8

License No.:

594575

Please fax and return Original Power of Attorney Form to:

Carol Hackler, Contract Administrator

AGC of California, Inc.

1906 W Garvey Ave S. #100

West Covina, CA 91790

Ph: 626-608-5800 ♦ FAX: 626-608-5810

Email: hacklerc@agc-ca.org

Visit our website: www.agc-ca.org



*Note: Please note that the revocation of this
Power of Attorney does not terminate
the above mentioned Master Labor Agreement.*

Revised 6/23/2008

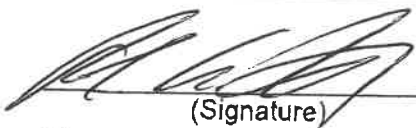
PD

EXHIBIT 7

DESIGNATION OF COLLECTIVE BARGAINING AUTHORITY
AND POWER OF ATTORNEY
TO THE ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA
AS THE COLLECTIVE BARGAINING REPRESENTATIVE WITH
LABORERS' MASTER LABOR AGREEMENT

Pursuant to the Bylaws of the Associated General Contractors of California (AGCC), the undersigned hereby authorizes the AGCC to execute the Master Labor Agreements between AGCC and the **NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS** on behalf of the undersigned and further designates the AGCC as its collective bargaining representative in relation to the above specified labor organization until such time as this bargaining authority is revoked in writing and in a timely manner.

Company Name: SHIMMICK CONSTRUCTION Co., INC.

By:  Position: PRESIDENT
(Signature) (Title)
PAUL A. COCOTIS (510) 777-5000
(Please print name) (Phone number)

Dated:  6/26/8 License No.: 594575

Please fax and return Original Power of Attorney Form to:

Cherri Smith, Contract Administrator
AGC of California, Inc.
1390 Willow Pass Road, Suite 1030
Concord, CA 94520
Ph: 925-827-2422 • FAX: 925-827-4042
Email: smithc@agc-ca.org
Visit our website: www.agc-ca.org



*The revocation of this Power of Attorney does not
terminate your company's contractual obligation
under the above mentioned Master Labor Agreement.*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been filed electronically on this 3rd day of July 2025 and is available for viewing and downloading to the ECF registered counsel of record:

Via Electronic Service/ECF:

David Silbert, Esq.
Ajay S. Krishnan, Esq.
Brook Dooley, Esq.
Katie Lynn Joyce, Esq.
Keker, Van Nest & Peters LLP
633 Battery Street
San Francisco, California 94111-1809
Telephone: (415) 391-5400
Facsimile: (415) 397-7188
Email: dsilbert@keker.com
akrishnan@keker.com
bdooley@keker.com
kjoyce@keker.com

ATTORNEYS FOR *QUI TAM*
PLAINTIFFS TRICO PIPES
LMCC AND NICK GOODWIN

John. J. Davis Jr., Esq.
Luke Dowling, Esq.
McCracken, Stemerma & Holsberry, LLP
475 14 Street, Suite 1200
Oakland, California 94612
Telephone: (415) 597-7200
Facsimile: (415) 597-7201
Email: jjdavis@msh.law
ldowling@msh.law

ATTORNEYS FOR *QUI TAM*
PLAINTIFFS TRICO PIPES
LMCC AND NICK GOODWIN

Robert C. Niesley, Esq.
Rebecca Glos, Esq.
Watt, Tieder, Hoffar & Fitzgerald, L.L.P.
4 Park Plaza, Suite 1000
Irvine, California 92614
Telephone: (949) 852-6700
Email: rniesley@watttieder.com
rglos@watttieder.com

ATTORNEYS FOR
DEFENDANTS BERKSHIRE
HATHAWAY SPECIALTY
INSURANCE CO., LIBERTY
MUTUAL INSURANCE CO.,
FIDELITY AND DEPOSIT CO.
OF MARYLAND, ZURICH
AMERICAN INSURANCE CO.,
HARTFORD FIRE INSURANCE
CO., AND FEDERAL
INSURANCE CO.

Marion T. Hack, Esq.
Cozen O'Connor
601 S. Figueroa Street, Suite 3700
Los Angeles, California 90017
Telephone: (213) 892-7993
Email: mhack@cozen.com

ATTORNEYS FOR
DEFENDANTS AECOM AND
AMENTUM ENVIRONMENT &
ENERGY, INC.

Dwayne P. McKenzie, Esq.
Jamie L. Sprague, Esq.
Cox Castle & Nicholson LLP
2029 Century Park East, Suite 2100
Los Angeles, California 90067
Telephone: (310) 284-2279
Email: dmckenzie@coxcastle.com
jsprague@coxcastle.com

ATTORNEYS FOR DEFENDANT
W.M. LYLES CO.

Aaron P. Silberman, Esq.
Rogers Joseph O'Donnell
311 California Street, 10th floor
San Francisco, California 94104
Telephone: (415) 956-2828
Email: asilberman@rjo.com

ATTORNEYS FOR
DEFENDANTS VEOLIA WATER
WEST OPERATING SERVICES,
INC., AND VEOLIA NORTH
AMERICA, LLC

Barbara A. Cotter, Esq.
Cook Brown LLP
2407 J Street, 2 Floor
Sacramento, California 95816
Telephone: (916) 442-3100
Email: bcotter@cookbrown.com

ATTORNEYS FOR
DEFENDANTS DISNEY
CONSTRUCTION, INC. AND
SHIMMICK/DISNEY JOINT
VENTURE

DATE: July 3, 2025

Respectfully submitted,

FINCH, THORNTON & BAIRD, LLP

By: /s/ Chad T. Wishchuk
P. RANDOLPH FINCH JR.
CHAD T. WISHCHUK
LOUIS J. BLUM
Attorneys for Defendant Shimmick
Construction Company, Inc.